

In the Matter of

Case No.: 1:22-cv-1032 (PKC) (JRC)

IME WATCHDOG, INC.

v.

GELARDI, et al.

Deposition of Sheldon Katz

Tuesday, June 11, 2024



The Little
Reporting
Company

469 Seventh Avenue
12th Floor
New York, NY 10018
tel: 646-650-5055
www.littlereporting.com

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

IME WATCHDOG, INC.,

Plaintiff,

vs.

Case No. :
1:22-cv-1032
(PKC) (JRC)

SAFA ABDULRAHIM GELARDI, VITO
GELARDI, GREGORY ELEFTERAKIS,
ROMAN POLLAK, ANTHONY BRIDDA,
IME COMPANIONS LLC, CLIENT EXAM
SERVICES LLC and IME MANAGEMENT
& CONSULTING LLC,

Defendants.

June 11, 2024
12:07 p.m. EST

Remote videotaped video-teleconference
deposition of GIANT PARTNER, INC., a Nonparty
Witness, by SHELDON KATZ, taken by Plaintiff, held
at Thousand Oaks, California, pursuant to subpoena,
before Elizabeth F. Tobin, a Registered Professional
Reporter and Notary Public of the State of New
York.

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2 A P P E A R A N C E S:

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(Present via video-teleconference)

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On behalf of the Plaintiff:

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SAGE LEGAL, LLC

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182-11 Jamaica Avenue

8

Jamaica, New York 11423-2327

9

718.412.2421

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BY: EMANUEL KATAEV, ESQ.

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emanuel@sagelegal.nyc

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On behalf of the Defendants/Third-Party

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Plaintiffs/Third-Party Counterclaim Defendants Safa

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Abdulrahim Gelardi, Vito Gelardi and IME Companions

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LLC:

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WARNER & SCHEUERMAN

19

6 West 18th Street, 10th Floor

20

New York, New York 10011

21

646.437.8083

22

BY: JONATHON D. WARNER, ESQ.

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jdwarner@wslaw.nyc

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IME WATCHDOG, INC. v. GELARDI, et al.
Sheldon Katz --- June 11, 2024

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2 A P P E A R A N C E S:

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(Present via video-teleconference)

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5 On behalf of the Nonparty Witness Giant Partners,

6 Inc.:

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ALLEN, MITCHELL & ALLEN, PLLC

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2091 Murray Holladay Road, Suite 21

9

Salt Lake City, Utah 84117

10

801.930.1117

11

BY: ERIC ALLEN, ESQ.

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eric@allenlawyer.com

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16 ALSO PRESENT:

17

18 LARRY MOSKOWITZ, VIDEOGRAPHER

19

DANIELLA LEVI, ESQ.

20

ELIYAHU LEVI, ESQ.

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CARLOS ROA

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IME WATCHDOG, INC. v. GELARDI, et al.
Sheldon Katz --- June 11, 2024

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2 IT IS HEREBY STIPULATED AND AGREED
3 by and between the attorneys for the
4 respective parties herein, that filing and
5 sealing be and the same are hereby waived.

6

7 IT IS FURTHER STIPULATED AND AGREED
8 that all objections, except as to the form
9 of the question, shall be reserved to the
time of the trial.

10

11 IT IS FURTHER STIPULATED AND AGREED
12 that the within deposition may be sworn to
13 and signed before any officer authorized to
14 administer an oath, with the same force and
15 effect as if signed and sworn to before the
Court.

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1 S. Katz

2 COURT REPORTER: Mr. Warner, will you
3 being ordering a copy of the transcript.

4 MR. WARNER: Yes, I will.

5 COURT REPORTER: Do you want two-day
6 delivery for that also?

7 MR. WARNER: Yes, I do.

8 COURT REPORTER: Okay. Thank you.

9 THE VIDEOGRAPHER: Good afternoon. We
10 are now on the record, and the time is
11 approximately 12:07 p.m. Today's date is
12 June 11th, 2024. This is the video deposition
13 of Sheldon Katz taken in the matter of IME
14 WatchDog, Inc., versus Safa Abdulrahim Gelardi,
15 et al.

16 My name is Larry Moskowitz, legal
17 videographer on behalf of Little Reporting.
18 This deposition is being conducted via Zoom.

19 Will counsel please identify yourselves
20 and state whom you represent.

21 MR. ALLEN: This is Eric Allen for the
22 deponent, Sheldon Katz.

23 MR. KATAEV: Good afternoon. This is
24 Emanuel Kataev of Sage Legal, LLC, for the
25 plaintiff, IME WatchDog, Inc.

1 S. Katz

2 MR. WARNER: Good afternoon. This is
3 Jonathon Warner of Warner & Scheuerman for the
4 defendant.

7 Will you please swear in the witness.

12 At this time, I will ask counsel to agree
13 on the record that there is no objection to
14 this deposition officer administering a binding
15 oath to the witness remotely via
16 video-teleconference.

17 MR. KATAEV: No objection from the
18 plaintiff.

19 MR. WARNER: No objection from the
20 defendant.

21 MR. ALLEN: And none from the deponent.

22 S H E L D O N K A T Z,
23 of lawful age, called by the Plaintiff for
24 examination pursuant to the Federal Rules of Civil
25 Procedure, having been first duly sworn remotely

1 S. Katz

2 upon agreement of all counsel, as hereinafter
3 certified, was examined and testified as follows:

4 EXAMINATION OF SHELDON KATZ

5 BY MR. KATAEV:

6 Q. Mr. Katz, are you currently employed?

7 A. I am.

8 Q. Where?

9 A. Giant Partners, Inc.

10 Q. What is your title there?

11 A. Chief operating officer.

12 Q. Are you the custodian of records for
13 Giant Partners?

14 A. I am.

15 Q. How long have you worked at Giant
16 Partners?

17 A. Since 2007.

18 Q. Do you know when Giant Partners was first
19 formed?

20 A. Approximately 2002.

21 Q. I'm going to place up on the screen what
22 we'll mark as Plaintiff's Hearing Exhibit 93.

23 (Plaintiff's Hearing Exhibit 93,
24 declaration, marked for identification.)

25 BY MR. KATAEV:

1 S. Katz

2 Q. Do you recognize this document?

3 A. Yes. It looks like what I received.

4 Q. I'll represent to you that this is a
5 declaration from you certifying certain records --

6 A. Correct.

7 Q. -- as being authentic in response to a
8 subpoena.

9 Does that refresh your recollection?

A. It does. Thank you.

11 Q. Did you sign this document?

12 A. I did.

13 Q. Did you receive a subpoena from the
14 plaintiff, IME WatchDog, in this case?

15 A. I did.

16 Q. And you understand that Giant Partners is
17 not a party to this case; correct?

18 A. Yes.

19 Q. And were you involved in preparing
20 documents relative to the subpoena Giant Partners
21 received?

22 A. NO.

23 Q. Did you review the documents before they
24 were submitted to the plaintiff in response to the
25 subpoena?

1 S. Katz

2 A. I did.

3 Q. Are those documents authentic?

4 A. They are.

5 Q. Were the documents produced made and kept
6 in the ordinary course of business?

7 A. Can you repeat that, please?

8 Q. Were the documents submitted in response
9 to the subpoena made and kept in the ordinary course
10 of Giant Partners' business?

11 A. Yes, they were.

12 Q. Giant Partners meets with its customers
13 virtually; is that right?

14 A. Either telephonically or virtually.

15 Q. Is there a practice of recording virtual
16 meetings that Giant Partners has with its customers?

17 A. There is.

18 Q. Is -- generally speaking, whenever a
19 virtual meeting is recorded, is the customer aware
20 that -- to your knowledge, is the customer aware as
21 to whether the virtual meeting is being recorded?

22 A. Yes, they are.

23 Q. How would you know that?

24 A. Because we use Google Meets and we
25 announce that we're going to record the meeting.

10

1 S. Katz

2 And then when the meeting is taking place, there is
3 a record button that all parties see.

4 Q. Why is it that the meetings are recorded?

5 A. Standard operating procedure here.

6 Q. Are the videos that you record of
7 meetings with customers made and kept in the
8 ordinary course of Giant Partners' business?

9 A. They are.

10 Q. I'm going to place up on the screen a
11 video that we received in a supplemental response to
12 the subpoena. It's important that we play the
13 entire video and that everyone pays attention
14 because when the video is completed, I want to ask
15 certain questions about it.

16 When I start playing it, if you can't
17 hear, please say the word "pause" and I will stop
18 and we will go off the record to figure out the
19 right way for you to hear it.

20 Okay?

21 A. Yes.

22 (Plaintiff's Hearing Exhibit 100, video
23 recordings and transcription, deemed marked for
24 identification.)

25 MR. KATAEV: Let the record reflect that

1 S. Katz

2 I'm sharing my screen, and I'm pressing "play"
3 now.

4 (Video recording played.)

5 MR. KATAEV: Let the record reflect that
6 I paused the video at 15 seconds.

7 BY MR. KATAEV:

8 Q. Mr. Katz, can you hear it well?

9 A. I can. I've seen it. But it's a little
10 bit garbly. But I can hear it.

11 MR. KATAEV: Playing now.

12 (Video recording played.)

13 MR. KATAEV: Let the record reflect that
14 I paused at 2 minutes and 28 seconds.

15 BY MR. KATAEV:

16 Q. Mr. Katz, were you able to hear the video
17 from zero seconds to 2:28?

18 A. Yes.

19 Q. I just have some questions for you.

20 First, are the events depicted in the
21 video so far a fair and accurate representation of
22 what it purports to show?

23 A. Yes, it is.

24 Q. In this video so far, there's discussion
25 by Safa Gelardi about Plaintiff Advocates.

1 S. Katz

2 Are you familiar with that company name?

3 A. I am not.

4 Q. Are you aware as to whether Safa
5 ultimately opened the company called Plaintiff
6 Advocates?

7 A. I have no knowledge of that.

8 Q. Do you have any knowledge as to what
9 company, if any, Safa owned -- opened with the help
10 of Giant Partners?

11 A. My knowledge, the only company would be
12 referenced in this video.

13 Q. Are you familiar with the company named
14 IME Legal Reps?

15 A. Yes, based on this video.

16 Q. Is it your understanding that the
17 discussions in this video center around IME Legal
18 Reps?

19 A. Yes.

20 Q. In this video so far, there's a
21 discussion of transferring items over to IME Legal
22 Reps; is that right?

23 A. That's what I heard.

24 Q. To your knowledge, what was it that was
25 transferred over?

1 S. Katz

2 A. Based on this video, all of the original
3 verbiage from the IME Companion website they wanted
4 to then port over to this new URL that they had
5 purchased.

6 Q. Do you have any knowledge as to what was
7 contained on the website in general?

8 A. Which website? IME Companions or the one
9 in reference to this video?

10 Q. Companions.

11 A. I'm sorry.

12 Q. Companions.

13 A. I reviewed it.

14 Q. What was -- to your knowledge, what was
15 on the Companions website? In other words, what
16 information did the Companions website contain?

17 A. Based on what I saw, it was a website
18 that attorneys would hire IME Companions to help
19 them with specific cases.

20 Q. To your knowledge, was there any back end
21 to the website?

22 A. I'm sorry. Can you say that one more
23 time?

24 Q. To your knowledge, was there any,
25 quote-unquote, back end to the website?

1 S. Katz

2 A. Can you explain back end.

3 Q. A section of the website that only people
4 that operate the company can access?

5 A. I do not have firsthand knowledge. But
6 normally in my experience, they have all the
7 passwords, they have all of the information to get
8 into that website.

9 Q. Do you have any knowledge as to whether
10 customer information was maintained on the website
11 platform if you had a user name and password?

12 A. I do not have any knowledge of that.

13 Q. We're going to continue from 2:28.
14 Before I continue, you referenced when speaking
15 about the individuals operating the website, you
16 said "they."

17 To your knowledge, who is "they"?

18 A. They would be -- I would -- I'm not going
19 to assume. Whomever owns IME Companions.

20 Q. Did you interact with the individuals
21 that owned or owns IME Companions?

22 A. I did not.

23 Q. To your knowledge -- withdrawn.

24 Do you have any knowledge as to who owns
25 or owned IME Companions?

15

1 S. Katz

2 A. I do not.

3 Q. Did you ever speak directly with an
4 individual named Safa Gelardi?

5 A. I did not.

6 Q. Did you ever speak directly with an
7 individual named Vito Gelardi?

8 A. I did not.

9 Q. Did you ever speak directly with an
10 individual named Eugene Liddie?

11 A. I did not.

12 Q. To your knowledge -- withdrawn.

13 Who does have knowledge as to who these
14 individuals are?

15 A. I would assume the sales representative
16 that spoke to them originally and the gentleman
17 that's on this video right now, Jeremy Koenig.

18 Q. With respect to the first individual, is
19 that an individual named Corey Weissman?

20 A. Correct.

21 Q. And Corey Weissman is a sales rep?

22 A. Yes, he is.

23 Q. You testified earlier that you're
24 familiar with a company called IME Legal Reps; is
25 that right?

1 S. Katz

2 A. Yes.

3 Q. Do you know who the owners of IME Legal
4 Reps is or are?

5 A. I do not. I only base it on the video
6 that we're about to watch. That's where my
7 knowledge was obtained.

8 Q. Based on this video, what is your
9 knowledge as to who owned IME Legal Reps?

10 A. There will be a part that we're all going
11 to listen to where a young lady references a Eugene.

12 MR. KATAEV: I'm going to continue from
13 2:28. Please listen and I will pause at an
14 appropriate time.

15 (Video recording played.)

16 MR. KATAEV: Let the record reflect that
17 I paused at 3:04.

18 BY MR. KATAEV:

19 Q. Were you able to hear that?

20 A. I was.

21 Q. Based on what you just heard, do you have
22 any knowledge as to who owns IME Legal Reps?

23 A. Based on the knowledge that this young
24 lady just said, it's Eugene.

25 Q. Did you come to understand that this

1 S. Katz

2 individual in the video, Safa Gelardi, was also an
3 owner of IME Legal Reps?

4 MR. WARNER: Objection.

5 BY MR. KATAEV:

6 Q. You can answer the question.

7 A. Not to my knowledge.

8 Q. Did you come to understand from a review
9 of this video and from your knowledge as the
10 custodian of records for Giant Partners that Safa
11 was the primary decision-maker with respect to this
12 website?

13 MR. WARNER: Objection to form.

14 A. No.

15 BY MR. KATAEV:

16 Q. Who, to your knowledge, was the primary
17 decision-maker -- or is the primary decision-maker
18 at IME Legal Reps?

19 A. Once again, if we continue through this
20 video, the young lady will describe who is making
21 decisions there. I was under the impression it was
22 a gentleman. But, again, watching this again with
23 you, we'll find out the answers.

24 Q. Okay. In the clip that we just watched
25 and paused from 2:28 until 3:04, Ms. Gelardi stated

1 S. Katz

2 that Mr. Liddie is going to be the face of the
3 company.

4 Did you hear that?

5 A. I did.

6 Q. What was your understanding of what that
7 meant?

8 A. My interpretation of the face of the
9 company means someone that represents the
10 organization.

11 Q. To your knowledge, was Mr. Liddie
12 represented in any way, shape or form on the website
13 as being the owner?

14 A. Not to my knowledge.

15 Q. Do you have any knowledge as to why
16 that's the case?

17 A. I do not.

18 Q. In this clip that we watched from 2:28 to
19 3:04, Ms. Gelardi referenced Mr. Liddie as her
20 partner; correct?

21 A. That's what I heard; correct.

22 Q. Was it your understanding that Safa
23 Gelardi and Mr. Liddie were partners in IME Legal
24 Reps?

25 A. It seems that way based on this video.

1 S. Katz

2 MR. KATAEV: We're going to continue
3 playing from 3:04.

4 (Video recording played.)

5 MR. KATAEV: Let the record reflect we
6 stopped at 4 minutes.

7 BY MR. KATAEV:

8 Q. There's a reference here to the back end
9 of the website; correct?

10 A. Correct.

11 Q. Does this refresh your recollection as to
12 what, if anything, was on the back end of this
13 website?

14 A. No, not yet. I think it might go deeper
15 into the video for explanation of the back end.

16 Q. In this part of the clip from 3:04 to 4
17 minutes, Safa explained that the website is being
18 changed even though the website for Companions was
19 just recently done; correct?

20 MR. WARNER: Objection to form.

21 A. IME Companions was already developed, to
22 my knowledge, before they onboarded with Giant
23 Partners. We made some minor verbiage tweaks and
24 pictures to that site.

25 BY MR. KATAEV:

20

1 S. Katz

2 Q. Do you have any understanding as to why
3 IME Companions was being deactivated and IME Legal
4 Reps was being set up?

5 A. I do purely based on the video we're
6 watching now.

7 Q. What is your understanding?

8 A. There seems to obviously have been some
9 type of problem, and they would like to switch names
10 to avoid any kind of conflict.

11 Q. What was your understanding as to the
12 nature of the problem that led to this change?

13 A. As you heard in the beginning of the
14 video, something about pedophiles and someone suing
15 them for \$220 million.

16 Q. Was it your understanding that the name
17 and website was being changed in an effort to avoid
18 liability?

19 MR. WARNER: Objection.

20 A. I do not know.

21 BY MR. KATAEV:

22 Q. What information, if any, were you given
23 about why Safa was concerned about any link between
24 Companions and IME Legal Reps?

25 A. The information that I know is, again,

1 S. Katz

2 based on this video that we're watching. And
3 further in through the video, I think she goes into
4 more explanation of what's going on.

5 Q. Is it your understanding that IME Legal
6 Reps was a mere continuation of IME Companions?

7 MR. WARNER: Objection.

8 A. Based on this video, it seems that way.

9 MR. KATAEV: I'm going to continue the
10 video from four minutes.

11 (Video recording played.)

12 MR. KATAEV: Let the record reflect that
13 I stopped at 6:01.

14 BY MR. KATAEV:

15 Q. Were you able to hear this portion of the
16 clip?

17 A. I was.

18 Q. To your knowledge, why was it that Safa
19 did not want to link the company to her?

20 MR. WARNER: Objection.

21 A. Based on the video, I have the same
22 interpretation that anyone else would, and that --
23 that they would like to change the company name for
24 reasons.

25 BY MR. KATAEV:

1 S. Katz

2 Q. In reviewing the video, there is a screen
3 share open during the virtual meeting; correct?

4 A. Correct.

5 Q. That screen share shows the IME
6 Companions website; right?

7 A. Yes.

8 Q. And does this refresh your recollection
9 in any way as to how the back end of the website
10 worked?

11 A. After listening to the young lady, her
12 interpretation of the back end -- and I've written
13 some notes -- would be forms that they receive,
14 emails that they receive. Everything that once
15 someone fills out any type of information on their
16 site, who that goes to, how it's responded to.

17 Q. Is it your understanding that the back
18 end of the website would contain customer
19 information based on what you just testified about?

20 A. Define "customer information," please.

21 Q. Name, phone number, email address.

22 MR. WARNER: Objection.

23 A. I wouldn't refer to it as customers; I
24 would refer to it as people inquiring.

25 Q. Okay.

1 S. Katz

2 (Simultaneous speakers.)

3 A. About their services.

4 Q. Was it your -- is it fair to say that
5 Giant Partners was retained by IME Legal Reps to
6 transfer the information contained on the website
7 for IME Companions to itself?

8 A. IME Companions had a contract with us,
9 and they were still under contract. So, yes, they
10 asked us to move everything to a new URL.

11 Q. And when they asked you to move
12 everything, was it your understanding that all the
13 information contained by people submitting
14 inquiries, as you testified to, would also be
15 transferred to the new website?

16 A. Not to my knowledge.

17 Q. In this portion of the video, Safa
18 references an operating agreement that she has with
19 Liddie; correct?

20 A. That's what I heard, yes.

21 Q. To your knowledge, did Mr. Liddie ever
22 work with anyone at Giant Partners to set up the new
23 website?

24 A. No. The only knowledge I have, again, is
25 this video, and towards the end, when he's

1 S. Katz

2 introduced. But that would be it.

3 Q. Going back to the inquiries that are
4 submitted, is it your understanding that any such
5 inquiry that's submitted is stored as data on the
6 website?

7 A. In this situation, no. Normal situations
8 is that information is stored in the client's
9 repository that they set up.

10 Q. Is that a repository that Giant Partners
11 typically sets up for its customers?

12 A. In this situation, I'm not sure. I
13 believe it was HubSpot, but for IME Legal Reps, I
14 don't know if that went into effect.

15 Q. Is it fair to say that when Companions'
16 website was set up, HubSpot was an interface that
17 was used to retain customer information?

18 A. I'm not aware of that.

19 Q. Can you explain what HubSpot is?

20 A. HubSpot is a CRM, customer retention.

21 And it stores clients' information for calling back.
22 It's like a Salesforce application.

23 Q. And to your knowledge, was the
24 information contained in HubSpot of Companions
25 transferred to IME Legal Reps?

1 S. Katz

2 A. I do not have --

3 MR. WARNER: Objection --

4 A. -- any knowledge to that.

5 BY MR. KATAEV:

6 Q. Who would know?

7 A. I would have to research. But, again, I
8 got the impression, based on this video, that
9 everything was going to be completely separate. So
10 nothing would be transferred, in my humble opinion,
11 and that this was a brand new entity.

12 Q. Well, nothing would be transferred except
13 for the contents of the website?

14 A. I apologize, yes. The back end
15 information you were referring to.

16 Q. Including the back end information;
17 correct?

18 A. I was under the impression just the
19 verbiage on the website, and I don't know about the
20 back end setup.

21 Q. Isn't it true that during the video,
22 Ms. Gelardi said everything would be moved over?

23 MR. WARNER: Objection.

24 A. I'd have to hear that again, please, and
25 then have her define "everything."

1 S. Katz

2 MR. KATAEV: Let the record reflect I'm
3 playing back from 4:01.

4 (Video recording played.)

5 MR. KATAEV: Let the record reflect we
6 stopped at 4:17.

7 BY MR. KATAEV:

8 Q. In this part of the clip, Ms. Gelardi
9 states that she wants everything to be the same
10 including with respect for booking in the back end;
11 correct?

12 A. Correct.

13 Q. Based on your review of this portion of
14 the video, is it fair to say that the intention, at
15 least, was that the website transfer included back
16 end information?

17 MR. WARNER: Objection. Which website
18 transfer? She's talking about Plaintiff
19 Advocates. Which one are you talking about
20 here?

21 MR. KATAEV: Companions to Legal Reps.

22 A. Can you please ask the question again?

23 BY MR. KATAEV:

24 Q. Based on this clip, is it your
25 understanding that the back end information was also

1 S. Katz

2 transferred over from Companions to the new website?

3 A. No.

4 MR. WARNER: Objection.

5 MR. KATAEV: Let's go back to 6. I'm
6 going to play from 6. I'll pause at an
7 appropriate time.

8 (Video recording played.)

9 MR. KATAEV: Let the record reflect I
10 paused at 6:14.

11 BY MR. KATAEV:

12 Q. In this part of the clip, Safa tells
13 Jeremy and Corey that Mr. Liddie is a small partner
14 in IME Legal Reps; correct?

15 MR. WARNER: Objection.

16 A. I heard what you heard.

17 BY MR. KATAEV:

18 Q. That's yes?

19 MR. WARNER: Objection.

20 A. I heard, He's a small partner.

21 BY MR. KATAEV:

22 Q. And is it your understanding that Safa
23 was the other partner?

24 A. I have no knowledge of who the partner
25 is.

1 S. Katz

2 Q. In this clip, Safa says that Liddie
3 doesn't really own IME Legal Reps; correct?

4 MR. WARNER: Objection. She doesn't use
5 the term "IME Legal Reps." That's totally
6 improper.

7 MR. KATAEV: Please, no speaking
8 objections. A reminder of our Rule 30.

9 A. Repeat the question, please. I'm sorry.

10 BY MR. KATAEV:

11 Q. Based on this video clip, is it your
12 understanding that Eugene Liddie had no ownership
13 interest in IME Legal Reps?

14 MR. WARNER: Objection.

15 A. I do not know.

16 MR. KATAEV: We're going to continue
17 playing from 6:14.

18 (Video recording played.)

19 MR. KATAEV: Let the record reflect we
20 stopped at 6:52.

21 BY MR. KATAEV:

22 Q. In this part of the clip, Safa is asking
23 to transfer everything from the Companions website
24 to the new website; correct?

25 A. That's what I heard, yes.

1 S. Katz

2 Q. When the website was created for her, she
3 did not want that website linked to her; correct?

4 A. That's what I heard; correct.

5 Q. Safa asked Giant Partners to transfer the
6 Companions' marketing materials to the new website;
7 correct?

8 A. That's what I heard; correct.

9 Q. The marketing materials would include
10 things such as the CRM; correct?

11 A. I do not know if a new CRM instance was
12 started for them or this new website.

13 Q. An individual that would know the answer
14 to that is Mr. Corey Weissman; correct?

15 A. No.

16 Q. How do you know that Corey Weissman
17 doesn't know that?

18 A. All due respect, Corey Weissman is an
19 out-of-state salesman and has no knowledge with the
20 exception of the first sale that was made.

21 Q. Corey Weissman is present at this virtual
22 meeting that we're watching; correct?

23 A. Yes.

24 Q. Do you know the date that this video was
25 taken?

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Sheldon Katz --- June 11, 2024

30

1 S. Katz

2 A. I do.

3 Q. Would it help you if I pointed to the
4 timestamp on the screen?

5 A. Thank you. Yes. I was looking through
6 my notes, but that is when the video was taken.

7 Q. For the record, that date is April 10th,
8 of 2023; correct?

9 A. Correct.

10 Q. And the title to the video is "Giant
11 Partners and IME Companions"; correct?

12 A. Correct.

13 Q. Do you have any knowledge as to when
14 Giant Partners sent a contract for the new company?

15 A. I do have knowledge of that agreement.

16 Q. Do you know when it was sent?

17 A. Yes. It was sent on 8/25/2003 [sic].

18 Q. August 25th, 2023?

19 A. Correct.

20 O. To which

21 A. I would have to look that up. I think .

22 supplied that information.

23 would you like me to took that up?

1 S. Katz

2 in the transcript and ask your attorney to work
3 with us to provide that information.

4 TO BE FURNISHED:

5 MR. KATAEV: I'm going to continue
6 playing the video from 6:52, and I'll stop at
7 an appropriate time.

8 (Video recording played.)

9 MR. KATAEV: Let the record reflect that
10 I stopped at 7 minutes, 38 seconds.

11 BY MR. KATAEV:

12 Q. Mr. Katz, were you able to hear this
13 portion of the clip?

14 A. I was.

15 Q. What is your understanding as to how
16 Mr. Liddie's name is spelled?

17 A. I did not write it down. Why don't you
18 rewind it, and I can repeat it back to you.

19 Q. Do you have any knowledge as to
20 whether -- withdrawn.

21 In this clip, Safa Gelardi spells
22 Liddie's last name; correct?

23 A. That's what I heard; correct.

24 Q. Are you aware that Safa misspelled his
25 name?

1 S. Katz

2 A. No, I am not.

3 Q. You're not aware of any -- withdrawn.

7 A. There was not.

11 BY MR. KATAEV:

12 Q. Based on your review of this video, Safa
13 was in the process of purchasing a domain called
14 "Plaintiff Advocates"; correct?

15 A. Correct.

16 Q. To your knowledge, did Safa ever complete
17 that purchase?

18 A. I am not aware of that.

19 Q. Giant Partners never actually created a
20 website called "Plaintiff Advocates"; correct?

21 A. Not to my knowledge.

22 Q. Giant Partners created a website called
23 "IME Legal Reps"; correct?

24 A. Correct.

25 Q. What knowledge, if any, do you have

1 S. Katz

2 concerning how or when a decision was made to change
3 the name from Plaintiff Advocates to IME Legal Reps?

4 MR. WARNER: Objection.

5 A. I have no knowledge. Just everything I
6 have heard in this video.

7 BY MR. KATAEV:

8 Q. The contract that you referred to that
9 was sent on August 25th, 2023, is that the same
10 contract that was ultimately sent for the work
11 discussed in this virtual meeting?

12 A. Yes, it was.

13 Q. And does it refresh your recollection now
14 based on our discussion about IME Legal Reps whether
15 that contract was made out to IME Legal Reps?

16 A. I would have to look at the contract.
17 But based on my knowledge, I am fairly certain it
18 was.

19 MR. KATAEV: We're continuing to play
20 from 7:38.

21 (Video recording played.)

22 MR. KATAEV: Let the record reflect that
23 I stopped at 9:13.

24 BY MR. KATAEV:

25 Q. Were you able to hear that portion of the

IME WATCHDOG, INC. v. GELARDI, et al.
Sheldon Katz --- June 11, 2024

1 S. Katz

2 clip, Mr. Katz?

3 A. I was. Jeremy was a little bit garbly,
4 but for the most part, yes.

5 Q. Is it fair to say that Jeremy is acting
6 in a manner towards closing a sale with Ms. Gelardi?

7 A. I wouldn't describe it as that; I'd
8 describe it as continuation of our previous
9 agreement.

10 Q. Do you know why Safa talked about
11 purchasing everything under Eugene Liddie's name?

12 A. Only based on this video and what we've
13 just heard.

14 Q. To your knowledge, why was that?

15 A. It seemed like she wanted everything in
16 this gentleman's name because of a previous incident
17 that's going on that we all just heard in the
18 beginning.

19 Q. Is it fair to say that Safa is seeking to
20 hide her involvement in the new company?

21 MR. WARNER: Objection.

22 A. I don't know. May I say that there are
23 clients that come to us, and we do work for them.
24 They have a bad company name and after we've worked
25 with them, we've suggested other names, and we do a

1 S. Katz

2 complete rebranding.

3 So it's not unusual for Giant Partners to
4 do a complete rebranding. In this situation, the
5 young lady asked us to. But that is our normal
6 course that we do as an agency.

7 BY MR. KATAEV:

8 Q. Is it fair to say that Giant Partners
9 generally does not inquire as to the reasons for a
10 rebranding?

11 A. Correct.

12 MR. KATAEV: Let the record reflect that
13 I'll continue the clip from 5 minutes and 13
14 seconds.

15 (Video recording played.)

16 MR. KATAEV: Let the record reflect that
17 I stopped at 9 minutes, 51 seconds.

18 BY MR. KATAEV:

19 Q. Were you able to hear that portion of the
20 clip; Mr. Katz?

21 A. I was.

22 Q. You testified about the general scope of
23 work that Giant Partners does sometimes in
24 rebranding; correct?

25 A. Yes.

1 S. Katz

2 Q. This virtual meeting was a discussion
3 about a rebranding of Companions; correct?

4 A. Correct.

5 Q. And Giant Partners helped Safa rebrand
6 IME Companion; correct?

7 (Court reporter requested clarification.)

8 BY MR. KATAEV:

9 Q. Giant Partners helped Safa in rebranding
10 Companions; correct?

11 A. Based on this video, yes, we helped this
12 client rebrand their website.

13 Q. There was discussion in the prior clip
14 that I shared before 9 minutes, 12 seconds that IME
15 Legal Reps was registered in Texas.

16 Did you hear that or do you recall that?

17 A. I did hear something to that effect, yes.

18 Q. Do you have any knowledge as to why IME
19 Legal Reps was registered in Texas?

20 A. Unless the young lady had mentioned why,
21 I do not have any other knowledge.

22 Q. What knowledge, if any, do you have about
23 this case since receiving the subpoena?

24 A. The video we're watching right now was
25 the only enlightenment I had to anything that

1 S. Katz

2 potentially might be going on. Prior to that, there
3 was nothing.

4 Q. After that, did you become aware of
5 anything concerning the -- this case?

6 A. Nothing more.

7 Q. Are you aware of the existence of other
8 companies that performed IME and server services?

9 A. I am not.

10 MR. KATAEV: We're going to continue from
11 9:51.

12 (Video recording played.)

13 MR. KATAEV: Let the record reflect we
14 stopped at 12:56.

15 BY MR. KATAEV:

16 Q. Were you able to hear this portion of the
17 clip?

18 A. Most of it, yes.

19 Q. Is it your understanding that there is a
20 contract between Giant Partners and Plaintiff
21 Advocates?

22 A. That is what they discussed.

23 (Simultaneous speakers.)

24 A. But there is not.

25 Q. Were you ever made aware about the

1 S. Katz

2 existence of an enjoined customers' list?

3 A. Can you elaborate on that, please?

4 Q. As the custodian of records for Giant
5 Partners, is Giant Partners in possession of any
6 documents containing a list of customers that IME
7 Companions is not allowed to contact or serve?

8 A. We are not in possession of that type of
9 list.

10 Q. To your knowledge, was Giant Partners
11 ever made aware about the existence of such a list?

12 A. Not to my knowledge.

13 Q. To your knowledge, did IME Companions,
14 Plaintiff Advocates or IME Legal Reps ever ask Giant
15 Partners not to reach out to a specified set or list
16 of customers?

17 A. Not to my knowledge.

18 MR. WARNER: Objection to form.

19 BY MR. KATAEV:

20 Q. To your knowledge, there does exist a
21 contract between Giant Partners and IME Legal Reps;
22 correct?

23 A. Correct.

24 MR. KATAEV: I'm going to continue from
25 12:56.

1 S. Katz

2 (Video recording played.)

3 MR. KATAEV: Let the record reflect that
4 I stopped at 13:59.

5 BY MR. KATAEV:

6 Q. Were you able to hear that portion of the
7 clip?

8 A. For the most part, yes.

9 Q. In this clip, Safa said that she
10 purchased PlaintiffAdvocates@gmail.com; correct?

11 A. That's what I heard, correct.

12 Q. To your knowledge, as custodian of
13 records for Giant Partners and based upon a review
14 of records maintained by Giant Partners, Safa also
15 created an email address -- an email address,
16 IMELegalReps@gmail.com; correct?

17 A. Correct.

18 MR. WARNER: Objection.

19 Could you repeat that question?

20 (Record read.)

21 BY MR. KATAEV:

22 Q. Earlier in this video, Safa Gelardi says
23 that she's a 90 percent owner of IME Legal Reps;
24 correct?

25 MR. WARNER: Objection.

40

1 S. Katz

2 A. That is what I heard.

3 BY MR. KATAEV:

4 Q. In this video, Jeremy refers to Safa as a
5 silent partner of IME Legal Reps; correct?

6 MR. WARNER: Objection.

7 A. In my opinion, I believe he's repeating
8 the words that she said to him.

9 MR. KATAEV: We're going to continue from
10 13:59.

11 (Video recording played.)

12 MR. KATAEV: Let the record reflect that
13 I stopped at 15 minutes, 39 seconds.

14 BY MR. KATAEV:

15 Q. Were you able to hear this portion of the
16 clip?

17 A. I was. A little garbly still, but I was.

18 Q. In this portion of the clip, Safa refers
19 to being destroyed and being held in contempt;
20 correct?

21 A. That's what I heard.

22 Q. Based on your review of this video, is it
23 fair to say that Safa was aware of the existence of
24 orders preventing her from serving certain
25 customers?

1 S. Katz

2 MR. WARNER: Objection to form.

3 (Court reporter requested clarification.)

4 A. I'm sorry. Can you just repeat the
5 question for me?

6 BY MR. KATAEV:

7 Q. Based on your review of this portion of
8 the clip, is it your understanding that Safa was
9 aware of orders forbidding her from serving certain
10 customers?

11 MR. WARNER: Objection to form.

12 A. I didn't perceive it that way.

13 MR. KATAEV: We're going to continue from
14 15:39.

15 (Video recording played.)

16 MR. KATAEV: Let the record reflect we
17 stopped at 16 minutes, 12 seconds.

18 BY MR. KATAEV:

19 Q. In this portion of the clip, Safa refers
20 to creating a bio page of Mr. Liddie on the website;
21 correct?

22 A. That's what I heard.

23 Q. That never happened, did it?

24 A. I do not know. I'd have to review the
25 website.

1 S. Katz

2 Q. Based on your review of this video, is it
3 fair to say that Safa is the primary decision-maker
4 about what happens to the website?

5 MR. WARNER: Objection.

6 A. Only based on what she had said
7 previously.

8 BY MR. KATAEV:

9 Q. Safa is, in fact, making decisions about
10 the content of the new website; correct?

11 MR. WARNER: Objection.

12 A. Again, based on the video, it sounds like
13 that.

14 BY MR. KATAEV:

15 Q. The new website that was made by Giant
16 Partners was ultimately IMELegalReps.com; correct?

17 MR. WARNER: Objection.

18 A. Yes.

19 MR. KATAEV: I'm going to continue
20 playing from 16:12.

21 (Video recording played.)

22 MR. KATAEV: Let the record reflect we
23 stopped at 17:50.

24 BY MR. KATAEV:

25 Q. In this portion of the clip, Safa starts

1 S. Katz

2 saying the word "client" and then stops herself and
3 gives the correct company name.

4 Did you hear that?

5 A. I did not catch that.

6 MR. WARNER: Objection to form.

7 BY MR. KATAEV:

8 Q. Are you familiar with a business that
9 Safa is involved in called Client Exam Services?

10 A. Never heard of that.

11 Q. Did Giant Partners perform any work for a
12 website for Client Exam Services?

13 A. Not to my knowledge.

14 Q. Have you ever heard of a company called
15 Accompanied Exams?

16 A. I have not.

17 Q. To your knowledge, did Giant Partners
18 ever perform any work for a website for Accompanied
19 Exams?

20 A. We have not.

21 MR. KATAEV: Let the record reflect I'm
22 playing from 17:50.

23 (Video recording played.)

24 MR. KATAEV: Let the record reflect that
25 I stopped at 18 minutes, 21 seconds.

1 S. Katz

2 BY MR. KATAEV:

3 Q. Are you able to hear that portion of the
4 clip?

5 A. Again, little garbled, but, yes. Yes.

6 Q. Based on your review of this video, Vito
7 Gelardi was present for the meeting; correct?

8 A. I have not seen a Vito, and you'd have to
9 replay that back just for me to hear that.

10 Q. During this portion of the clip, Safa
11 asks Vito to help her get the address in Texas;
12 right?

13 A. I heard something to that effect. I
14 apologize, it got a little garbled.

15 MR. KATAEV: Playing from 18:21.

16 (Video recording played.)

17 MR. KATAEV: Let the record reflect we
18 stopped at 21 minutes and 1 second.

19 BY MR. KATAEV:

20 Q. Were you able to hear that portion of the
21 clip?

22 A. Yes, I was. Once again, a little
23 garbled.

24 Q. During this portion of the clip, there's
25 a colloquy between Jeremy and Corey; correct?

1 S. Katz

2 A. Can you say that again? I'm sorry.

3 Q. During this portion of the clip, there's
4 a small colloquy between Jeremy and Corey; correct?

5 A. Correct.

6 Q. And in that colloquy, Corey asks Jeremy
7 whether he's going to create a new HubSpot account
8 and link it to IME Companions; correct?

9 A. That's what I heard; correct.

10 Q. Based on that portion of the video, is it
11 your understanding that whatever information was
12 contained and IME Companions' HubSpot was accessible
13 for IME Legal Reps?

14 A. It sounds --

15 MR. WARNER: Objection. Objection. Wait
16 a second. You're deliberately attempting to
17 confuse the witness, Mr. Kataev.

21 A. I would have to see if those accounts
22 were, in fact, linked. I do not have knowledge of
23 that at this moment.

24 BY MR. KATAEV:

25 Q. My question is based on the colloquy

1 S. Katz

2 during this virtual meeting, is it your
3 understanding that that was the intention?

4 MR. WARNER: Objection.

5 A. It seems that that was the intention.

6 BY MR. KATAEV:

7 Q. Just to clarify, based on your review of
8 this video and the colloquy between Jeremy and
9 Corey, the information contained in Companions'
10 HubSpot was intended to be made available at the new
11 website; correct?

12 MR. WARNER: Objection.

13 A. According to the video, that was the
14 plan.

15 MR. KATAEV: Let the record reflect we're
16 continuing from 21 minutes and 1 second.

17 (Video recording played.)

18 MR. KATAEV: Let the record reflect that
19 I stopped at 24:12.

20 BY MR. KATAEV:

21 Q. Were you able to hear that portion of the
22 clip?

23 A. I was with the exception of Corey.

24 Q. In this portion of the clip, is it fair
25 to say that Safa is exclusively making decisions

1 S. Katz

2 about what will be on the website?

3 MR. WARNER: Objection.

4 A. Based on this video and what she said, I
5 assume so.

6 BY MR. KATAEV:

7 Q. You heard Safa saying during this virtual
8 meeting, I want this, in words to that effect;
9 right?

10 MR. WARNER: Objection.

11 A. I heard what you heard, sir.

12 BY MR. KATAEV:

13 Q. When she refers to "I," is that -- is it
14 your understanding that she is saying that she is
15 the sole decision-maker?

16 MR. WARNER: Objection.

17 A. That would be my interpretation, based on
18 the video.

19 BY MR. KATAEV:

20 Q. Based on your review of the entire video,
21 Safa does not say any words to the effect of, I have
22 to check with Mr. Liddie or someone else in order to
23 make decisions about the makeup of the website?

24 MR. WARNER: Objection.

25 A. I'd have to listen to the balance of it,

1 S. Katz

2 but I do not know the answer to that question.

3 BY MR. KATAEV:

4 Q. Prior to today's deposition, you reviewed
5 this video; correct?

6 A. I did.

7 Q. In its entirety; right?

8 A. I did.

9 Q. Based on your recollection from reviewing
10 it, there was no discussion about checking with
11 Mr. Liddie concerning the makeup of the website;
12 correct?

13 MR. WARNER: Objection.

14 A. I would have to listen to it again. As I
15 mentioned in the beginning, I have a muscular
16 disorder, disease, and it brings me brain fog once
17 in a while, in all due respect. So I can answer
18 that question after we watch the balance of this.

19 MR. KATAEV: Okay. We're playing from 24
20 minutes and 12 seconds.

21 (Video recording played).

22 THE WITNESS: Excuse me. Can we pause?

23 (Video recording stopped).

24 MR. KATAEV: I'm sorry. Did you ask to
25 pause?

1 S. Katz

2 THE WITNESS: Yes, please. I scheduled
3 this for an hour. Is it possible that we can
4 take a five-minute break so I can use the
5 restroom?

6 MR. KATAEV: Absolutely. It's 1:25 p.m.
7 Eastern time. We'll be back at 1:30 p.m.

8 THE WITNESS: Don't go away. I'll be
9 right back.

10 MR. KATAEV: We wouldn't dream of it.

11 THE WITNESS: Thank you.

12 THE VIDEOGRAPHER: We are going off the
13 record. The time is 1:25 p.m.

14 (A recess was taken from 1:25 p.m. to
15 1:35 p.m.)

16 THE VIDEOGRAPHER: We are back on the
17 record. The time is 1:35 p.m.

18 MR. KATAEV: Mr. Katz, I'm going to
19 continue playing the video that we've been
20 watching from 24 minutes and 17 seconds.

21 THE WITNESS: Thank you.

22 (Video recording played.)

23 MR. KATAEV: Let the record reflect that
24 I stopped at 24 minutes and 32 seconds.

25 BY MR. KATAEV:

50

1 S. Katz

2 Q. In the video on the right side of the
3 screen where Safa was, there was another individual
4 present there with her; correct?

5 A. That's what I saw; correct.

6 Q. To your knowledge, was that individual --
7 is that individual Vito Gelardi?

8 A. I have no idea who that individual is.
9 If we play it back, I think the young lady
10 introduces him. But I don't know. We'd have to
11 continue.

12 MR. KATAEV: Playing back at 24 minutes,
13 32 seconds.

14 (Video recording played.)

15 MR. KATAEV: Let the record reflect we
16 stopped at 28:26.

17 BY MR. KATAEV:

18 Q. Were you able to hear that portion of the
19 clip?

20 A. Again, a little garbly from the young
21 lady's side, but for the most part, yes.

22 Q. There was a reference to the changes to
23 the front end, but the back end would remain the
24 same; correct?

25 A. I'd have to hear that again.

1 S. Katz

2 MR. KATAEV: Playing back from 28:07.

3 (Video recording played.)

4 MR. KATAEV: Stopping at 28:26.

5 BY MR. KATAEV:

6 Q. Based on your review of that clip, is it
7 your understanding that only the front end was
8 changed and the back end would remain the same?

9 A. Again, I didn't hear the back end. But
10 yes, the website, or the front end, would be
11 changed.

12 Q. To the exclusion of the back end;
13 correct?

14 MR. WARNER: Objection.

15 A. Again, I apologize. I didn't hear the
16 reference to the back end.

17 BY MR. KATAEV:

18 Q. Right. Only the front end was referenced
19 in referring to changes; correct?

20 A. Yes.

21 MR. WARNER: Objection.

22 MR. KATAEV: Playing from 28:26.

23 (Video recording played.)

24 MR. KATAEV: Stopping at 28:33.

25 BY MR. KATAEV:

1 S. Katz

2 Q. At this portion of the clip, Safa
3 confirms with Jeremy that the back end will remain
4 the same; correct?

5 A. That's what I heard.

6 MR. WARNER: Objection.

7 MR. KATAEV: Playing from 28:33.

8 (Video recording played.)

9 MR. KATAEV: Stopping at 28:41.

10 BY MR. KATAEV:

11 Q. Ms. Gelardi just introduced her husband
12 in the virtual meeting; correct?

13 A. I don't know who that gentleman is, and I
14 didn't hear the introduction clearly.

15 MR. KATAEV: Playing back from 28:30.

16 (Video recording played.)

17 MR. KATAEV: Let the record reflect we
18 stopped at 29 minutes and 9 seconds.

19 BY MR. KATAEV:

20 Q. During this portion of the video, Safa
21 introduces her husband during the virtual meeting;
22 correct?

23 A. Again, I apologize. I didn't hear the
24 introduction. It was garbly and I didn't catch his
25 name.

1 S. Katz

2 Q. Do you know Vito Gelardi to be Safa
3 Gelardi's husband?

4 A. I have no knowledge that she's married.

5 MR. KATAEV: Playing from 29 minutes and
6 9 seconds.

7 (Video recording played.)

8 MR. KATAEV: Let the record reflect that
9 we stopped at 30 minutes. That's because the
10 clip has to stop at 30 minutes at this website.
11 We're going to go on to the next link, which is
12 a continuation of the same recording. Playing
13 from 30 minutes.

14 (Video recording played.)

15 MR. KATAEV: Let the record reflect that
16 I stopped at 30 minutes, 45 seconds.

17 BY MR. KATAEV:

18 Q. During this portion -- withdrawn.

19 Mr. Katz, were you able to hear this
20 portion of the clip?

21 A. Yes. The young lady was very garbly, but
22 yes.

23 Q. During this portion of the clip, Safa
24 specifically references that the changes are
25 imperative to be completed as soon as possible due

1 S. Katz

2 to court deadlines; correct?

3 A. That's what I heard.

4 Q. Was it your understanding based on a
5 review of the video that Safa recognized that her
6 conduct with the website could have implications
7 with respect to the lawsuit?

8 MR. WARNER: Objection.

9 (Court reporter requested clarification.)

10 MR. KATAEV: Could have implications with
11 the lawsuit.

12 MR. WARNER: Objection.

13 A. I did not interpret it necessarily that
14 way.

15 MR. KATAEV: I'm going to continue with
16 30 minutes 45 seconds.

17 (Video recording played.)

18 MR. KATAEV: Let the record reflect that
19 we stopped at 31 minutes and 10 seconds.

20 BY MR. KATAEV:

21 Q. During this portion, were you --
22 withdrawn.

23 Were you able to hear this portion of the
24 clip?

25 A. I wasn't able to hear the young lady very

1 S. Katz

2 well. I know she said some instructions, but not
3 crystal clear.

4 Q. During your review of the clip now or in
5 prior instances when you reviewed the clip, did you
6 understand Safa was asking her husband to provide
7 her Apple phone?

8 A. I --

9 MR. WARNER: Objection.

10 A. -- do not recall that.

11 BY MR. KATAEV:

12 Q. There was a reference to someone named
13 Jenna.

14 Do you know who that is?

15 A. I do not.

16 Q. Do you have any knowledge as to the
17 number of phones that Safa Gelardi has?

18 A. I do not know.

19 Q. Do you know whether Giant Partners
20 maintains more than one phone number for Safa
21 Gelardi in its records?

22 A. To my knowledge, we have one phone
23 number.

24 Q. How many email addresses were used to
25 communicate with Safa? That is, how many email

1 S. Katz

2 addresses does Safa have that Giant Partners used to
3 communicate with Safa?

4 A. To my knowledge, it was the original IME
5 Companions, and then the most recent one, IME Legal
6 Reps. Besides that, I don't know of any other email
7 addresses that she has. I'd have to do research.

8 Q. With respect to the phone numbers that
9 are used to communicate with Safa, the one that
10 Giant Partners maintains in its records, do you know
11 what that number is?

12 A. I do not.

13 MR. KATAEV: We'll leave a blank in the
14 transcript for that to be provided, and I'll
15 work with your attorney to ask for that.

16 THE WITNESS: Sure.

17 MR. ALLEN: Agreed.

18 TO BE FURNISHED:

19 MR. KATAEV: We're going to play from 31
20 minutes and 10 seconds.

21 (Video recording played.)

22 MR. KATAEV: Let the record reflect that
23 we stopped at 31 minutes and 41 seconds.

24 BY MR. KATAEV:

25 Q. Were you able to hear this portion of the

1 S. Katz

2 clip?

3 A. Again, she was quite garbly, and I know
4 she asked for requests. I'd have to hear it again
5 regarding invoicing or something.

6 Q. In this portion of the clip, Safa sought
7 to assure herself -- withdrawn.

8 In this portion of the clip, Safa sought
9 assurances that the agreement between Giant Partners
10 and her would be kept confidential; correct?

11 MR. WARNER: Objection.

12 A. That's what I heard. Correct.

13 BY MR. KATAEV:

14 Q. What reason, if any, do you know of that
15 gave rise to Safa's request?

16 MR. WARNER: Objection.

17 A. I don't know. We have DNA -- excuse me.
18 We have -- I apologize.

19 We have agreements with our clients when
20 we start not to share information and to keep it
21 confidential. So I only assumed it was just a
22 continuation of that. Non-disclosure. I apologize.
23 Non-disclosure agreements.

24 MR. KATAEV: We're just going to finish
25 up the clip and then I'll ask you some final

1 S. Katz

2 questions about the video. Starting from 31
3 minutes and 41 seconds.

4 (Video recording played.)

5 MR. KATAEV: Let the record reflect that
6 the video is completed at approximately 31
7 minutes and 35 seconds -- I believe 33 minutes.

8 BY MR. KATAEV:

9 Q. Everything that was discussed in this
10 virtual meeting was for a new website that was
11 ultimately IMELegalReps.com; correct?

12 MR. WARNER: Objection.

13 (Simultaneous speakers.)

14 (Court reporter requested clarification.)

15 A. Yes.

16 BY MR. KATAEV:

17 Q. And everything discussed in this video is
18 about IME Legal Reps; correct?

19 MR. WARNER: Objection.

20 A. Yes, it is, to my knowledge.

21 BY MR. KATAEV:

22 Q. Giant Partners never made a website for
23 Plaintiff Advocates; correct?

24 A. Correct.

25 Q. Based on your knowledge, the contract

1 S. Katz

2 that was sent from Giant Partners was made out to
3 IME Legal Reps; correct?

4 A. Correct.

5 Q. And this work was performed for a website
6 and a company that Safa stated during this video was
7 owned 90 percent by her as a silent partner;
8 correct?

9 MR. WARNER: Objection.

10 A. Based on what I heard in the video, yes.

11 BY MR. KATAEV:

12 Q. The two clips that we watched today
13 represent a video that was produced by Giant
14 Partners in response to a subpoena issued by IME
15 WatchDog; correct?

16 A. Can you repeat that again?

17 Q. The two links that I showed you comprise
18 one video that Giant Partners sent to IME WatchDog
19 in response to a subpoena issued by IME WatchDog;
20 correct?

21 A. The video was in reference to, obviously,
22 building this. But how does the subpoena tie in to
23 this video? I apologize. I don't understand that
24 aspect of it.

25 O. I'll rephrase.

60

1 S. Katz

2 The only reason this video was sent to us
3 was because we issued a subpoena to Giant Partners;
4 correct?

5 A. Yes.

6 Q. The events depicted in this video are a
7 fair and accurate depiction of what it purports to
8 show; correct?

9 MR. WARNER: Objection.

10 A. I concur.

11 MR. ALLEN: Sheldon, with what, the
12 objection or that it's accurate?

13 THE WITNESS: That it's accurate. Can I
14 agree to the objection? I didn't know that.

15 MR. KATAEV: The objection is reserved
16 for the judge.

17 THE WITNESS: Gotcha.

18 MR. KATAEV: Unless Mr. Allen instructs
19 you not to answer a question, please answer the
20 question.

21 THE WITNESS: Fair enough.

22 MR. KATAEV: We're going to place up on
23 the screen what will be marked as Hearing
24 Exhibit 45.

25 (Plaintiff's Hearing Exhibit 45, email,

1 S. Katz

2 marked for identification.)

3 BY MR. KATAEV:

4 Q. Mr. Katz, are you familiar with this
5 document?

6 A. I believe I read it before I -- before
7 everything was sent to you. I would have to refresh
8 and read the whole thing again.

9 Q. Based on a review of what's on the screen
10 now, this is an email dated January 18th, 2023, from
11 Tiffany Laszlo to Safa Gelardi; correct?

12 A. I see February 6th, 2023, because I'm
13 looking for where you're referencing. Give me a
14 second.

15 Q. I apologize. I'm going to move down to
16 the beginning of the email chain.

17 A. I'm sure that's a thread.

18 MR. KATAEV: Let the record reflect that
19 we're on the portion of the email chain
20 containing the date January 18th, 2023, at
21 12:46 p.m.

22 BY MR. KATAEV:

23 Q. Do you see that?

24 A. I do.

25 Q. In reviewing this chain, as we scroll

62

1 S. Katz

2 down through it, was this email made and kept in the
3 ordinary course of business with Giant Partners?

4 A. To my knowledge, yes.

5 Q. To your knowledge, who is Tiffany Laszlo?

6 A. She is an account manager for Giant
7 Partners.

8 Q. She is an individual that works with
9 customers to achieve the goals set forth in Giant
10 Partners' agreements with the customers?

11 A. More of a liaison between and giving
12 information.

13 Q. In this particular email, Tiffany writes
14 to Safa thanks for meeting with her on that date;
15 correct?

16 A. That's what I see, yes.

17 Q. And you testified earlier that HubSpot is
18 just a CRM; correct?

19 A. It is an amazing CRM that does a lot of
20 features.

21 Q. There's a reference to the Contacts page
22 on HubSpot.

23 Do you see that?

24 A. I do.

25 Q. What is contained on the contacts page?

1 S. Katz

2 A. I do not know.

3 Q. Going up in this email chain to another
4 email on the same date of 2:22 p.m., Tiffany sent
5 another email to Safa; correct?

6 A. I'm reading it as you're showing it to
7 me. Yes; correct.

8 Q. Just going back for a second about what
9 would be listed on the contacts page, who would know
10 what is on that page?

11 A. I would have to ask -- my guess would be
12 Jeremy Koenig.

13 Q. Would Corey Weissman know what's on that
14 page?

15 (Court reporter requested clarification.)

16 A. No.

17 BY MR. KATAEV:

18 Q. I'll represent to you, Mr. Katz, that in
19 the original emails there are no highlights. We've
20 simply highlighted portions of the emails to assist
21 in asking questions.

22 A. I understand.

23 Q. In this email, focusing on what's
24 highlighted, Tiffany asked Safa for contacts of
25 clients that she currently has; correct?

1 S. Katz

2 A. Correct.

3 Q. To your knowledge, did Safa ever provide
4 contacts of customers in response to Tiffany's
5 request?

6 A. I do not know.

7 Q. Focusing on this February 1st, 2023,
8 email at 2:26 p.m., Tiffany asks Safa again to share
9 the existing contact list of customers; correct?

10 A. Correct.

11 Q. On February 6th, 2023, Safa responds to
12 Tiffany in an email containing various attachments;
13 correct?

14 A. I do see a little paper clip there. So I
15 have to assume there's attachments.

16 Q. Don't get dizzy now, but I'm going to
17 scroll back down to just show you those attachments.

18 Referring to the end of the email chain
19 in this exhibit, there are five attachments listed;
20 correct?

21 A. I do.

22 Q. And one of those attachments are
23 highlighted. It has the file name beginning with
24 IME Clients Master; correct?

25 A. Correct.

1 S. Katz

2 Q. Do you notice the little parenthesis with
3 the 1 inside of it right before the file extension?

4 A. I do.

5 Q. To your knowledge, what does that 1
6 usually mean, if you know?

7 A. I don't know.

8 Q. After this page of the exhibit, there's a
9 copy of the actual attachment.

10 A. Right.

11 Q. Do you see that?

12 A. I do.

13 Q. And just zooming out, this exhibit is a
14 spreadsheet; correct?

15 A. Correct.

16 Q. And it's titled -- forgive me -- "IME
17 WatchDog, Inc.>"; correct?

18 A. That is what I'm seeing; correct.

19 Q. And dated April 28th of 2017?

20 A. Correct.

21 Q. Now, Safa provided this list in response
22 to the email; correct?

23 A. Correct.

24 Q. And the attachments in this email were
25 ultimately used to contact customers on behalf of

1 S. Katz

2 IME Legal Reps; correct?

3 A. I am not --

4 MR. WARNER: Objection.

5 A. I am not aware of that. A lot of times,
6 we'll take a preexisting customer list just to model
7 audiences. So I do not know if this list was used
8 in any way to solicit. But, of course, you can put
9 that in our -- and we can look into that.

10 BY MR. KATAEV:

11 Q. Who would know or would be aware as to
12 whether this list was used to solicit customers?

13 MR. WARNER: Objection to form.

14 A. I would have to go back and do some
15 research.

16 BY MR. KATAEV:

17 Q. Would Jeremy know?

18 A. Because this happened a few years ago, I
19 don't know if he would know off the top of his head.
20 We have different team members. So I would do the
21 research to find out what exactly was done with this
22 list.

23 Q. Same answer with respect to Corey?

24 A. No, same thing -- oh, actually, he has no
25 idea.

1 S. Katz

2 Q. And how do you know that?

3 A. Because in our organization, once a
4 salesman does his job, he, for the most part, is
5 at -- they, for the most part, are out of the loop
6 of communication.

7 Q. This email was sent in February of 2023;
8 correct?

9 A. I would have to -- based on what you're
10 showing me, yes.

11 Q. You testified that you would have to do
12 research to ascertain who would have knowledge.

13 What research is it that you would do?

14 A. I would start from the ground up. I
15 would see who received that list, what was done with
16 it, just basic research on our end.

17 Q. Does Tiffany remain employed by Giant
18 Partners?

19 A. Yes.

20 MR. KATAEV: We're just going to ask you,
21 Mr. Katz, to perform that research and preserve
22 all records related to any solicitations made
23 by Giant Partners on behalf of IME Legal Reps.

24 THE WITNESS: Absolutely.

25 (Court reporter requested clarification.)

1 S. Katz

2 MR. ALLEN: Same question, just to repeat
3 that, please.

4 MR. KATAEV: With respect to the
5 solicitations, we would want you to preserve
6 records related to IME Companions and IME Legal
7 Reps and any other company that's ever worked
8 with Giant Partners.

9 MR. ALLEN: We can talk about that
10 afterward. But there is no question pending.

11 MR. KATAEV: Understood.

12 (Court reporter requested clarification.)

13 BY MR. KATAEV:

14 Q. In this February 6th email, Safa sent
15 Giant Partners several attachments; correct?

16 A. That is what I see, yes.

17 Q. Giant Partners used this list in order to
18 create a marketing campaign for IME Legal Reps;
19 correct?

20 A. I do not know how this list was used so
21 I'd like to get back with a more refined answer.

22 Q. To your knowledge, were the customers in
23 the list that we just looked at used -- withdrawn.

24 To your knowledge, were the customers on
25 this list that we just looked at targeted in

1 S. Katz

2 marketing campaigns?

3 MR. WARNER: Objection.

4 A. I would have to research that again to
5 find out exactly what Giant Partners did with that
6 list.

7 BY MR. KATAEV:

8 Q. To your knowledge, how was this list
9 utilized?

10 A. I would have to do research to find out
11 how the list was utilized.

12 Q. Do you have any knowledge as to whether
13 any individual at Giant Partners contacted anyone on
14 that list?

15 A. I do not have that knowledge, but we do
16 not contact, as best practices, anyone on a client's
17 list from Giant Partners directly.

18 Q. Did anyone at IME Legal Reps or IME
19 Companions request that Giant Partners engage in any
20 way with any customer at all?

21 MR. WARNER: Objection.

22 A. In regards to that list?

23 BY MR. KATAEV:

24 Q. In general. Any customer.

25 A. Describe "customer."

70

1 S. Katz

2 Q. Any prospective lead.

3 A. So can you just -- I apologize. Can you
4 repeat the entire question?

5 Q. Sure. I'll rephrase the question.

6 A. Thank you.

7 Q. At any point in time, did anyone at IME
8 Companions or IME Legal Reps request that anyone at
9 Giant Partners engage with any prospective lead for
10 the business of the customer, i.e., any personal
11 injury law firm?

12 A. As practice, we do not engage with any
13 leads from our clients.

14 Q. Did Giant Partners maintain any client
15 list, contact list, or lead list for IME Companions?

16 A. To my knowledge, we did. And it was all
17 in their HubSpot instance.

18 Q. In my earlier question, I asked you
19 whether Giant Partners engaged. I'm going to
20 rephrase my question.

21 Did Giant Partners market to any personal
22 injury law firms at the request of anyone at IME
23 Companions or IME Legal Reps?

24 A. Yes. That was the premise of the
25 marketing campaign.

1 S. Katz

2 Q. In what ways was Giant Partners marketing
3 to a law firm -- personal injury law firms?

4 A. We were -- we were displaying IME social
5 ads and potentially, I have to look into it, sending
6 emails to these firms for IME.

7 Q. What about LinkedIn, did Giant Partners
8 utilize LinkedIn in order to market to personal
9 injury law firms?

10 A. I have to look in to see if we actually
11 went through to that process. As you know, the
12 second contract was canceled within a month, so
13 nothing was done there.

14 Q. Did Giant Partners maintain any client
15 list, contact list or lead list for IME Legal Reps?

16 A. Not to my knowledge.

17 Q. Is it fair to say that any list that IME
18 Companions used was the same list that IME Legal
19 Reps ultimately used?

20 A. Gosh.

21 MR. WARNER: Objection.

22 A. I -- I'm not sure. No, I do not know.

23 BY MR. KATAEV:

24 Q. How would you be able to ascertain that
25 information?

1 S. Katz

2 A. I have to do research to find out. In
3 retrospect, IME Legal Reps, again, that was an
4 agreement that was only with Giant Partners for a
5 month, and they broke their contract. So I really
6 don't believe any marketing was done for IME Legal
7 Reps. I'd have to research that. But it was just a
8 very short amount of time.

9 Q. Giant Partners did perform some work for
10 IME Legal Reps; correct?

11 A. Correct.

12 Q. And Giant Partners did transfer items
13 from the Companions' website to the IME Legal Reps'
14 website; correct?

15 A. Per their request, correct.

16 Q. To your knowledge, was the plan for IME
17 Legal Reps to market to the same personal injury law
18 firms that Giant Partners previously marketed to?

19 A. Yes.

20 Q. IME Legal Reps had a HubSpot account as
21 well; correct?

22 A. To my knowledge, yes.

23 Q. When the IME Legal Reps' HubSpot was
24 created, it was linked to the Companions' HubSpot;
25 correct?

1 S. Katz

2 A. I have to confer, but to my knowledge, I
3 think so.

4 Q. And that was based on the colloquy that
5 was had between Corey and Jeremy; correct?

6 A. Correct. And the call with the young
7 lady.

8 Q. The attachment that we reviewed in the
9 February 6th email was a list from IME WatchDog;
10 correct?

11 A. That's what you showed me.

12 Q. Are you aware of any differences between
13 any lists maintained by IME WatchDog, IME Companions
14 and/or IME Legal Reps?

15 A. I am not.

16 Q. To your knowledge, were the lists
17 identical?

18 A. I do not know.

19 MR. KATAEV: I'm going to go on to the
20 next exhibit. Marking it Hearing Exhibit 39.

21 (Plaintiff's Hearing Exhibit 39, email
22 chain, marked for identification.)

23 BY MR. KATAEV:

24 Q. This is another email chain between Giant
25 Partners and Safa Gelardi; correct?

1 S. Katz

2 A. Correct.

3 Q. Focusing your attention to the first
4 email on the chain dated April 10, 2023, at 12:59
5 p.m., do you see that?

6 A. I do not. I just see -- yes, I do. I
7 see Corey's picture and that date; correct.

8 Q. In this email, IMELegalReps@gmail.com
9 sends an email address, a phone number and an
10 address; correct?

11 A. Correct.

12 Q. And this is the same date as the virtual
13 meeting that we went over in the beginning; correct?

14 A. Correct.

15 MR. WARNER: Objection.

16 BY MR. KATAEV:

17 Q. This email was sent after the virtual
18 meeting; correct?

19 A. Yes.

20 Q. The 205 Charleston Lane address is the
21 same address that Safa provided during the virtual
22 meeting; correct?

23 A. I have to go back and listen to that
24 again. But I know they were referring to a Texas
25 address.

1 S. Katz

2 Q. When Giant Partners communicated with
3 email address IMELegalReps@gmail.com, to your
4 knowledge, who was the individual sending the
5 emails?

6 A. I would have to research that. The only
7 thing I do know is our system sent the invoice to
8 that email address.

9 Q. To your knowledge, was Safa the
10 individual that was sending these emails?

11 A. I don't know who was sending the emails.

12 Q. Had you -- withdrawn.

13 What is your understanding of why this
14 email was sent to Corey Weissman?

15 A. My understanding is follow-up to the
16 video that we just watched.

17 Q. Is it fair to say that the information
18 provided in the 12:59 email was necessary to create
19 the Giant Partners' agreement?

20 A. It was, yes.

21 Q. In the email at 2:16 p.m., Corey Weissman
22 refers to the individual from IMELegalReps@gmail.com
23 as Safa; correct?

24 A. Hi Safa; correct.

25 Q. And this email is consistent with the

1 S. Katz

2 discussions held during the virtual meeting that
3 Safa was the 90 percent owner and Liddie was a 10
4 percent owner; correct?

5 MR. WARNER: Objection.

6 A. That's what I heard on the video.

7 BY MR. KATAEV:

8 Q. In this email, Corey confirms that the
9 agreement consists of the same details, just a new
10 company; correct?

11 MR. WARNER: Objection.

12 A. That's how I interpret it. Yes.

13 BY MR. KATAEV:

14 Q. Based on your review of just these two
15 emails, is it fair to say that Safa was
16 communicating with Giant Partners through
17 IMELegalReps@gmail.com?

18 MR. WARNER: Objection.

19 A. Based on this email purely it looks like
20 it is directed to her. So I don't want to make any
21 assumptions whose email address it is. But it was
22 addressed to her.

23 MR. KATAEV: I'm placing up on the screen
24 Hearing Exhibit 39. This is another email
25 addressed between Giant Partners and IME Legal

1 S. Katz

2 Reps.

3 I'm going to go back. It's the same
4 exhibit.

5 BY MR. KATAEV:

6 Q. When Corey Weissman refers to the new
7 agreements, he's referring to the agreement for IME
8 Legal Reps; correct?

9 MR. WARNER: Objection.

10 A. Yes, to my knowledge.

11 BY MR. KATAEV:

12 Q. And this agreement for IME Legal Reps was
13 identical to the agreement that Giant Partners had
14 with IME Companions; correct?

15 MR. WARNER: Objection.

16 A. I would have to look at both accounts in
17 detail, but topically, they look fairly similar.

18 BY MR. KATAEV:

19 Q. I'm highlighting the end of this email at
20 2:16 p.m. where Corey says we are greatly looking
21 forward to working with you again. That reference
22 is to working with Safa again; right?

23 MR. WARNER: Objection.

24 A. Being that the email was directed to
25 Safa, I would assume so.

1 S. Katz

2 BY MR. KATAEV:

3 Q. Corey used the term again because he
4 previously worked with Safa when working on IME
5 Companions; correct?

6 A. Correct.

7 MR. WARNER: Objection.

8 BY MR. KATAEV:

9 Q. Corey is also discussing payment details
10 for IME Legal Reps with Safa; correct?

11 MR. WARNER: Objection.

12 A. Correct.

13 BY MR. KATAEV:

14 Q. To your knowledge, how was payment
15 made --

16 (Court reporter requested clarification.)

17 Q. -- at the payment link?

18 MR. WARNER: I couldn't hear that either.

19 MR. KATAEV: I'll rephrase.

20 BY MR. KATAEV:

21 Q. To your knowledge, how was payment made
22 at the payment link?

23 A. It was made via credit card.

24 Q. Do you know who paid?

25 A. I am looking. I would have to get that

1 S. Katz

2 information for you.

3 Q. Giant Partners maintains a record of its
4 payments; correct?

5 A. Yes. We could find out whose credit
6 card. We don't have the number, but we could find
7 out who the name was on that credit card.

8 MR. KATAEV: We'll follow up with
9 Mr. Allen about that.

10 BY MR. KATAEV:

11 Q. When was it that you first heard of the
12 name Eugene Liddie?

13 A. When I received your subpoena.

14 Q. Did you have any conversations with Safa
15 Gelardi upon receipt of the subpoena?

16 A. I did not.

17 Q. Did you have any conversations with
18 Eugene Liddie since the receipt of the subpoena?

19 A. We did not.

20 Q. I'm referring to the same email chain
21 that we've been looking at, Hearing Exhibit 39. And
22 I'm focusing your attention on the email dated
23 April 11, 2023, at 10:14 a.m. from IME Legal Reps to
24 Corey Weissman.

25 Do you see that?

1 S. Katz

2 A. I do.

3 Q. In this email, Safa provides the GoDaddy
4 account information for IME Legal Reps; correct?

5 A. Someone provides that information. I
6 can't confirm who it was. But someone did, yes. I
7 just don't see Safa's name. That's the only reason
8 why I say that.

9 Q. In the email that precedes this email
10 at -- it says April 11, 2023, at 10:59 a.m. Corey
11 Weissman says, Good morning, Safa.

12 Correct?

13 A. Yes.

14 Q. And he follows up with her about the
15 agreement; correct?

16 A. Yes.

17 Q. And in response to this email, Safa sends
18 the GoDaddy account information, correct?

19 MR. WARNER: Objection.

20 A. Someone sends -- someone. Again, I don't
21 want to assume but someone forwarded that
22 information to Corey from IME Legal Reps. I'm
23 sorry, I don't mean to be difficult. I just don't
24 have confirmation that it's her.

25 BY MR. KATAEV:

1 S. Katz

2 Q. Whoever sent the email did not identify
3 themselves in the email; correct?

4 A. That's what it seems like to me.

5 Q. These credentials for GoDaddy were for
6 IME Legal Reps; correct?

7 MR. WARNER: Objection. That's how I
8 interpret it.

9 BY MR. KATAEV:

10 Q. It is not for IME Companions; correct?

11 MR. WARNER: Objection.

12 A. Not to my knowledge.

13 BY MR. KATAEV:

14 Q. Does the password provided to the GoDaddy
15 account have any -- withdrawn.

16 To your knowledge, does this password
17 have any significance?

18 A. No.

19 Q. The password is -- forgive me --

20 A. That's okay. I'm reading it for the
21 first time, myself.

22 Q. The password says "Levicunt62"; correct?

23 A. That's what I'm reading.

24 Q. Do you have any knowledge as to who this
25 is referring to?

1 S. Katz

2 A. I do not.

3 Q. Are you aware that the owner of IME
4 WatchDog is Daniella Levi?

5 A. I do not know who IME WatchDog is,
6 actually.

7 Q. Are you aware that Ms. Levi's year of
8 birth, I think, is '62?

9 A. No, sir.

10 Q. Did you personally have any discussions
11 with Safa about this password?

12 A. As I mentioned, I've had no discussions
13 with Safa.

14 Q. Do you have any knowledge as to any
15 discussions had with anyone at Giant Partners with
16 Safa about this password?

17 A. Not to my knowledge. Wow.

18 (Indiscernible speaking.)

19 THE VIDEOGRAPHER: I'm sorry. Did you
20 say you want to go off the record?

21 MR. KATAEV: Yes, please. Let's go off
22 the record.

23 THE VIDEOGRAPHER: We are going off the
24 record. The time is 2:30 p.m.

25 (A recess was taken from 2:30 p.m. to

1 S. Katz

2 2:33 p.m.)

3 (Safa and Vito Gelardi entered the
4 video-teleconference and exited.)

5 THE VIDEOGRAPHER: We are back on the
6 record. The time is 2:33 p.m.

7 BY MR. KATAEV:

8 Q. Referring back to this exhibit,
9 April 11th, 2023, at 10:59 a.m.

10 In this email, Corey is discussing the
11 agreement for IME Legal Reps; correct?

12 A. Correct.

13 MR. KATAEV: We're going to move on to
14 Hearing Exhibit 57.

15 (Plaintiff's Hearing Exhibit 57, email,
16 marked for identification.)

17 BY MR. KATAEV:

18 Q. This is an email dated April 12th, 2023,
19 at 12:53 p.m. from Conor to Safa; correct?

20 A. Yes.

21 Q. In this email, Conor says, "It's great to
22 have you back on board"; right?

23 MR. WARNER: Objection to form.

24 A. That's what I read.

25 BY MR. KATAEV:

1 S. Katz

2 Q. When Conor says, "It's great to have you
3 back on board," it's because Safa previously worked
4 for Giant Partners; correct?

5 A. Correct.

6 Q. In this email, Conor is also introducing
7 Safa to account manager Estefania Sedano; correct?

8 A. Correct.

9 Q. To your knowledge, why did Conor
10 introduce Safa to Estefania?

11 A. We have a host of account reps, and based
12 on workloads, Conor has the ability to insert
13 people. So I am assuming he decided to bring this
14 account rep in versus Tiffany, who was working the
15 previous account.

16 Q. So to your knowledge, it was Giant
17 Partners that made this decision?

18 A. Yes.

19 Q. A customer, in general, would not have
20 the ability to direct Giant Partners who they want
21 to work with; correct?

22 A. On very, very rare occasions, if there's
23 a conflict, personalities, and I get involved. But
24 that's very rare.

25 Q. There were two time periods, generally

1 S. Katz

2 speaking, of Giant Partners' involvement with Safa;
3 correct?

4 A. Correct.

5 Q. The first was with IME Companions and its
6 website; right?

7 A. Correct.

8 Q. And the second was with IME Legal Reps
9 and the transfer of IME Companions to IME Legal
10 Reps; right?

11 MR. WARNER: Objection.

12 A. To my knowledge, correct.

13 BY MR. KATAEV:

14 Q. To your knowledge, was there any lull or
15 lack of activity in general between the two periods?

16 A. Not to my knowledge.

17 Q. To your knowledge, for both periods, was
18 Corey Weissman the same individual who worked with
19 Safa both times?

20 A. He was.

21 Q. Was Jeremy also an individual that worked
22 with Safa both times?

23 A. He was.

24 Q. Do you know of any other individuals at
25 Giant Partners that worked with Safa both times?

1 S. Katz

2 A. Potentially, Conor McDaniel, who might
3 have had communication via email, but that's just
4 potentially. He's a coordinator for us.

5 Q. All the emails that we have looked at so
6 far concern solely IME Legal Reps; correct?

7 MR. WARNER: Objection.

8 A. Most recently, in 2023, yes.

9 BY MR. KATAEV:

10 Q. All the emails that we've reviewed so far
11 were communications with Safa; correct?

12 A. As I stated before, I don't know if Safa
13 was the person that had the IME Legal Reps' email
14 address. But based on these emails, the assumption
15 is that, yes.

16 Q. We discussed previously the concept of
17 rebranding and the transferring of the website.

18 To your knowledge, what was the purpose
19 of the transfer and/or rebranding?

20 A. To my knowledge, it was everything that
21 we all just watched on the video. They wanted to
22 rebrand themselves.

23 Q. You personally didn't have any
24 discussions about the transfer, but Corey Weissman
25 did; correct?

1 S. Katz

2 A. I did not. And Corey was involved, as
3 you saw in the last video call we all watched.

4 Q. In the marketing -- withdrawn.

5 In the virtual -- withdrawn.

6 In the recorded virtual meeting that we
7 reviewed at the beginning of this deposition, Safa
8 specifically stated that she was going to use a
9 general email address without linking it to her or
10 Liddie; correct?

11 MR. WARNER: Objection.

12 A. That's what I heard.

13 BY MR. KATAEV:

14 Q. In the emails that you've seen thus far,
15 no one at IMELegalReps@gmail.com responded to say,
16 "I'm not Safa"; correct?

17 MR. WARNER: Objection.

18 A. I have not read that.

19 BY MR. KATAEV:

20 Q. Other than the website, what else, if
21 anything, was transferred from Companions to IME
22 Legal Reps?

23 A. Whatever information was in IME
24 Companions' HubSpot based on the communication I
25 have seen was ported over to their new HubSpot

1 S. Katz

2 account.

3 Q. Are you familiar with something called
4 marketing collaterals?

5 A. That sounds very generic to me. If you
6 could go more in-depth, I could probably answer the
7 question.

8 Q. If I were to represent to you that Giant
9 Partners maintain folders called "Marketing
10 Collaterals," does that refresh your recollection?

11 A. It does.

12 Q. What is the type of information that is
13 contained in a Marketing Collaterals folder?

14 A. Well, the best of my knowledge, all the
15 work that we've done for the client.

16 Q. What does the term "collaterals"
17 specifically mean, to your knowledge?

18 A. Artworks, content, anything that has to
19 do with their campaign, any verbiage, things like
20 that.

21 Q. When customers provide information to
22 Giant Partners, is that something that is included
23 in the term "Marketing Collaterals"?

24 A. Potentially, depending on what they
25 supply to Giant Partners.

1 S. Katz

2 Q. And when you refer to the work that Giant
3 Partners does, you're referring to marketing;
4 correct?

5 A. Correct.

6 Q. Was it your understanding that IME
7 Companions was now going to operate as IME Legal
8 Reps?

9 MR. WARNER: Objection.

10 A. Based on the video we all watched, yes.

11 BY MR. KATAEV:

12 Q. Did you have any discussion with anyone
13 at Giant Partners, IME Companions or IME Legal Reps
14 about the fact that Companions was now going to
15 operate as IME Legal Reps?

16 A. Not until we received a subpoena.

17 Q. What was your understanding of the
18 rebranding process?

19 A. Based on the video we all just watched,
20 my understanding was that they wanted brand change
21 because of circumstances.

22 Q. Is it fair to say that the sole reason
23 for the rebranding was to disassociate Companions
24 from the work performed?

25 MR. WARNER: Objection.

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1 S. Katz

2 A. Based on the video we all watched, yes.

3 BY MR. KATAEV:

4 Q. Would it be fair to say that the
5 rebranding was more of a cosmetic operation?

6 MR. WARNER: Objection to form.

7 A. For the most part, yes.

8 BY MR. KATAEV:

9 Q. In what way, if in any way, was the work
10 performed by Giant Partners for IME Legal Reps not
11 cosmetic?

12 A. I would have to look more into what we
13 did after we had produced the website. I don't know
14 if there was anything else done after any kind of
15 marketing.

16 Q. Based on these initial emails from
17 April 10th through April 12th, the only contact from
18 IME Legal Reps that Giant Partners dealt with was
19 Safa; correct?

20 MR. WARNER: Objection. Form.

21 A. Yes. To my knowledge, and these emails.

22 BY MR. KATAEV:

23 Q. To your knowledge -- withdrawn.

24 Based on your review of the records, Safa
25 was in charge of the creation of the logo, colors,

1 S. Katz

2 and other mock-ups for IME Legal Reps; correct?

3 MR. WARNER: Objection.

4 A. Can you state that one more time, please.

5 BY MR. KATAEV:

6 Q. Based on your review of the records
7 produced in response to the subpoena, Safa was in
8 charge of the creation of the logo, colors, and
9 other mock-ups for IME Legal Reps; correct?

10 MR. WARNER: Objection to form.

11 A. To my knowledge, she assisted.

12 BY MR. KATAEV:

13 Q. What was your understanding as to Safa's
14 role at IME Legal Reps?

15 A. Based on the video that we just watched,
16 that was my understanding, everything that we all
17 saw.

18 Q. That she was an owner?

19 MR. WARNER: Objection to form.

20 A. The video said that she was, I think,
21 silent, but she was involved.

22 BY MR. KATAEV:

23 Q. Okay.

24 A. Again, I have no other knowledge other
25 than the video that we all watched regarding her

1 S. Katz

2 involvement and IME Legal.

3 Q. When Giant Partners and IME Legal Reps
4 entered into an agreement with each other, what
5 services were contemplated to be provided?

6 A. I don't want to assume.

7 MR. WARNER: Objection.

8 A. I don't want to assume "contemplated,"
9 but I do know that we completed the website, and
10 then the contract was canceled.

11 BY MR. KATAEV:

12 Q. Had the contract not been canceled, would
13 Giant Partners proceed to do the same work that it
14 did for IME Companions for IME Legal Reps?

15 MR. WARNER: Objection.

16 A. Theoretically, yes.

17 BY MR. KATAEV:

18 Q. If the contract wasn't canceled, Giant
19 Partners would have automatically proceeded to do
20 that work and not seek authorization; correct?

21 MR. WARNER: Objection.

22 A. Can you explain "authorization"?

23 BY MR. KATAEV:

24 Q. You wouldn't seek permission in order to
25 proceed; you would just proceed?

1 S. Katz

2 MR. WARNER: Objection.

3 A. Everything that Giant Partners does is
4 approved by the client. So we would have proceeded
5 based upon their direction.

6 BY MR. KATAEV:

7 Q. And in seeking approval, you would seek
8 approval from Safa; correct?

9 MR. WARNER: Objection.

10 A. Based on the video that we all just saw,
11 I would assume so.

12 BY MR. KATAEV:

13 Q. The pricing structure between Giant
14 Partners and IME Legal Reps is the same as the
15 pricing structure between Giant Partners and IME
16 Companions; correct?

17 A. Correct.

18 Q. The contracts between Giant Partners and
19 the two entities we're discussing are identical to
20 each other other than the name of the company;
21 correct?

22 MR. WARNER: Objection.

23 A. I would have to look over both contracts
24 in detail. But the dollar amount is the same. So I
25 can't confirm that they're identical.

1 S. Katz

2 BY MR. KATAEV:

3 Q. It's fair to say that Corey dealt
4 primarily with Safa instead of Liddie; correct?

5 MR. WARNER: Objection.

6 A. Based on what I've seen and what we
7 heard, yes.

8 BY MR. KATAEV:

9 Q. We're going back to the two contracts
10 again. We went over the price. The scope of work
11 was identical as well, correct, other than the
12 transfer?

13 A. I would have to review both contracts
14 side by side to see if they were identical, so I
15 don't have the answer to that question.

16 Q. Based on the fact that the price is the
17 same, is it fair to say that the scope of work would
18 generally be the same?

19 MR. WARNER: Objection.

20 A. That price point is our standard price
21 point for our digital packages. So that federates
22 among any clients that are onboarding with us, if
23 that helps.

24 BY MR. KATAEV:

25 Q. To your knowledge, did Eugene Liddie have

1 S. Katz

2 access to the marketing collaterals for IME Legal
3 Reps?

4 A. I don't have any knowledge of his access.

5 Q. In your review of the documents produced
6 in response to the subpoena, did you see any
7 involvement by Eugene Liddie?

8 A. With the exception of the notice of
9 cancellation we received on the IME Legal Reps'
10 agreement, I have to go back. But I think -- and
11 you have a copy of that -- that's who responded to
12 cancel the agreement.

13 Q. Other than that, you don't recall any
14 involvement by Eugene Liddie; correct?

15 A. Not to my knowledge, no, sir.

16 Q. Is it fair to say that Giant Partners
17 fulfilled its end of the contract with IME Legal
18 Reps?

19 A. No. We had a longer contract that was
20 canceled after a month.

21 Q. Is it fair to say that IME Legal Reps
22 failed to fulfill its obligations under the contract
23 with Giant Partners?

24 A. Yes, it is.

25 Q. To your knowledge, were the payment

1 S. Katz

2 sources for IME Legal Reps the same as that for
3 Companions?

6 Q. Scrolling up to Hearing Exhibit 57, it's
7 the topmost email dated April 14th, 2023, at 12:03
8 p.m.

11 A. Yes.

12 Q. In this email, Safa directs Giant
13 Partners to deactivate its website; right?

14 A. That's how I interpret it, yes.

15 Q. Towards the end of the email, she writes,
16 When a client books, we should get an email to
17 info@IMELegalReps.com.

18 | Correct?

19 (Court reporter requested clarification.)

20 BY MR. KATAEV:

21 Q. "We should get an email to
22 info@IMELegalReps.com"; right?

23 MR. WARNER: Objection.

24 A. I don't see that on my screen. Hang on.
25 "Deactivate as soon as possible. Client" -- yes;

1 S. Katz

2 correct. That's what's in the email.

3 BY MR. KATAEV:

4 Q. Do you know who Safa is referring to when
5 she says "we"?

6 A. I do not.

7 Q. In this email, Safa is requesting that
8 all traffic going to Companions be directed to IME
9 Legal Reps; correct?

10 MR. WARNER: Objection.

11 A. That's how I read it.

12 BY MR. KATAEV:

13 Q. This means that if someone is trying to
14 book with Companions, they would now instead be
15 booking with IME Legal Reps; correct?

16 MR. WARNER: Objection.

17 A. In theory, yes.

18 BY MR. KATAEV:

19 Q. Scrolling down a little bit to the
20 April 13th, 2023, exchanges at 5:43 p.m. and 8:12
21 p.m. between Safa and Estefania.

22 In this chain, Estefania asks Safa, "Can
23 we use the same colors as IME Companions"; right?

24 A. That's what I read; yes.

25 Q. And Safa responds, "Let's change it up a

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1 S. Katz

2 little bit"; correct?

3 A. I 'm sure it 's under that. I don 't see it
4 here.

5 (Simultaneous speakers.)

6 A. I see, "Let's change it up a little bit."

7 Q. And that email is from Safa; correct?

8 A. Correct. Yes, it is.

9 Q. Safa Gelardi had the credentials to
10 access and change items on the IME Legal Reps'
11 website; correct?

12 A. To my knowledge, yes.

13 Q. This email is from Safa's personal email
14 address; correct?

15 A. I don't know what Safa's personal email
16 is.

17 Q. This email is from SafaGelardi@gmail.com;
18 correct?

19 A. That's how I read it, yes, sir.

20 MR. KATAEV: I'm going to place up on the
21 screen what's marked as Hearing Exhibit 60.

22 (Plaintiff's Hearing Exhibit 60, email,
23 marked for identification.)

24 BY MR. KATAEV:

25 Q. As of April 18th, Giant Partners

1 S. Katz

2 continued speaking to Safa about decisions related
3 to the IME Legal Reps' website; correct?

4 A. Correct.

5 Q. Eugene Liddie is not copied on this
6 email; correct?

7 A. I do not see his name.

8 Q. Are you aware as to any direction by Safa
9 to remove all IME Companions' information from the
10 IME Legal Reps' website?

11 A. Based on this, yes. And our video that
12 we all watched.

13 Q. To your knowledge, why was there a
14 direction to remove all Companions' information from
15 the new website?

16 A. Based on the video that we all watched,
17 they wanted a change.

18 Q. Does Giant Partners typically build a
19 website from scratch?

20 A. Yes.

21 Q. In this case, IME Legal Reps' website was
22 not built from scratch; correct?

23 A. Going back to the video we watched,
24 Jeremy spoke about different templates. If I'm
25 correct, for IME Legal Reps that they could pick

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1

S. Katz

2

out, and the young lady confirmed there was one that
she liked. So it seems like we built it from
scratch.

5

6

Q. In this case, most of the IME Legal Reps'
website was made by copying Companions' website;
correct?

8

9

A. Based on the video and our instructions
from the young lady, yes.

10

11

Q. And the young lady you're referring to is
Safa. She's the one who made those directions;
correct?

12

13

A. If that is who she is, yes.

14

15

Q. I'll make a representation to you that
that individual is, in fact, Safa.

16

17

A. Then I'll stop using "young lady."

Q. Let's go to Hearing Exhibit 54.

18

19

(Plaintiff's Hearing Exhibit 54, email
exchange, marked for identification.)

20

BY MR. KATAEV:

21

22

Q. On April 14, 2023, there is an email
exchange between Estefania and Safa; correct?

23

24

A. Yes.

25

Q. This is a continuation of the prior
exhibit; right?

1 S. Katz

2 A. That's what it looks like, yes.

3 Q. At 12:44 p.m. that day, Estefania asked
4 for log-in approval and said, "We sent the GoDaddy
5 code to your email. Could you please provide it";
6 correct?

7 A. Yes.

8 Q. That email was IMELegalReps@gmail.com
9 based on the prior correspondence; correct?

10 A. I have to assume so just -- I'm just
11 looking to see confirmation that that's where she
12 sent it to. It should be below that, but I assume
13 so.

14 Q. I'm going to highlight the top,
15 IMELegalReps@gmail.com.

16 Will that refresh your recollection?

17 A. Well, that's who this email that you're
18 showing me is coming from. If we go down, I think,
19 from Estefania, where she sent it to, if you don't
20 mind.

21 Q. I see SafaGelardi@gmail.com.

22 A. That's where she sent it to, I guess.

23 Q. At the top, there's an April 19th, 2023,
24 email at 10:23.

25 Do you see that?

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1 S. Katz

2 A. I do.

3 Q. In this email, Eugene Liddie says, "I am
4 the owner of IME Legal Reps"; correct?

5 A. That's what I'm reading. Yes, sir.

6 Q. And he says that Safa is no longer
7 involved; right?

8 A. That's what I'm reading, yes.

9 Q. When you received this -- withdrawn.

10 When you first reviewed this email, did
11 it come to your attention that Mr. Liddie's last
12 name is spelled incorrectly?

13 A. Absolutely -- no, sir.

14 Q. When you received this April 19th email,
15 Giant Partners had already been working with Safa
16 for some time on the IME Legal Reps' website;
17 correct?

18 MR. WARNER: Objection.

19 A. Yes. Based on the video that we saw.

20 BY MR. KATAEV:

21 Q. And the emails; correct?

22 A. Correct.

23 MR. WARNER: Objection.

24 BY MR. KATAEV:

25 Q. When you first reviewed this email, did

1 S. Katz

2 you find it strange that a purported owner of IME
3 Legal Reps was suddenly announced?

4 MR. WARNER: Objection.

5 A. In all due respect, in this business
6 world and these companies, there's a lot of changes,
7 there's a lot of termination. So when we're under
8 contract, we don't question who the boss is.

9 BY MR. KATAEV:

10 Q. After this April 19th email, Giant
11 Partners, nonetheless, continued to communicate with
12 Safa regarding IME Legal Reps; correct?

13 A. I would have to confirm that.

14 Q. Are you aware of any time period where
15 Giant Partners communicated exclusively with Liddie
16 to the exclusion of Safa?

17 A. I would have to review the emails that we
18 sent to the subpoena.

19 Q. Did you ever get an impression that Safa
20 was still running IME Legal Reps behind the scenes
21 after --

22 MR. WARNER: Objection to form.

23 A. I didn't -- I don't guess. So I don't
24 know.

25 BY MR. KATAEV:

1 S. Katz

2 Q. You never got such an impression;
3 correct?

4 MR. WARNER: Objection.

5 A. I watched the video that you watched.

6 BY MR. KATAEV:

7 Q. To your knowledge, was Giant Partners
8 requested to remove Safa Gelardi's name from the IME
9 Legal Reps' website?

10 MR. WARNER: Objection to form.

11 A. I would have to go back and review
12 everything that we sent you. So to my knowledge,
13 I'm not sure at this time.

14 MR. KATAEV: I'm placing up on the screen
15 what's marked as a Deposition Exhibit 72.

16 MR. WARNER: A deposition exhibit?

17 MR. KATAEV: I apologize. Hearing
18 Exhibit.

19 (Plaintiff's Hearing Exhibit 72,
20 screenshot of IME website, marked for
21 identification.)

22 BY MR. KATAEV:

23 Q. This is a screenshot of the IME Legal
24 Reps' website; correct?

25 A. That's what it appears to me, yes.

1 S. Katz

2 Q. In this screenshot, there are highlighted
3 portions. And the first highlighted portion spells
4 Eugene's last name as L-I-D-D-Y; correct?

5 A. That's how I read it, yes.

6 Q. Did Mr. Liddie ever contact Giant
7 Partners and request that the spelling of his last
8 name be corrected?

9 A. I do not know the answer to that
10 question.

11 Q. To your knowledge, why was it that Eugene
12 wrote an email announcing that he is the owner of
13 IME Legal Reps?

14 A. I do not have knowledge of why.

15 Q. Who provided the spelling of Liddie's
16 last name?

17 A. I don't want to assume. I'd have to
18 research and reach out.

19 Q. Do you recall that Safa Gelardi provided
20 the spelling during the reported virtual meeting we
21 reviewed at the beginning of this deposition?

22 MR. WARNER: Objection.

23 A. Yes. You pointed that out.

24 BY MR. KATAEV:

25 Q. I'll represent to you that Mr. Liddie

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1 S. Katz

2 spells his name L-I-D-D-I-E and testified on
3 May 4th, 2023, that he is going to ask the marketing
4 company to fix the spelling of his last name.

5 Does this refresh your recollection as to
6 that ever happening?

7 MR. WARNER: Objection.

8 A. Again, I can't give you a conclusive
9 answer because I'd have to research and see if we
10 received an email requesting that.

11 MR. KATAEV: I would just ask you -- and
12 I'll follow up in writing with your attorney --
13 to search for any emails with Mr. Liddie asking
14 for any corrections.

15 THE WITNESS: Absolutely.

16 MR. ALLEN: Agreed.

17 THE WITNESS: Can we take a five-minute
18 break again? I'm sorry.

19 MR. KATAEV: Absolutely. Let's go off
20 the record.

21 THE VIDEOGRAPHER: We are going off the
22 record. The time is 3:04 p.m.

23 (A recess was taken from 3:04 p.m. to
24 3:09 p.m.)

25 THE VIDEOGRAPHER: We are back on the

1 S. Katz

2 record. The time is 3:09 p.m.

3 BY MR. KATAEV:

4 Q. Mr. Katz, I'm going to show you the next
5 exhibit, Hearing Exhibit 94.

6 (Plaintiff's Hearing Exhibit 94, email
7 chain, marked for identification.)

8 BY MR. KATAEV:

9 Q. This is an email chain between IME Legal
10 Reps and Giant Partners dated April 19th, 2023;
11 correct?

12 A. That's what I see, yes.

13 Q. These emails, like prior emails, are all
14 made and kept in the ordinary course of business of
15 Giant Partners; correct?

16 A. Yes.

17 Q. In the 12:02 email, Estefania says, I'm
18 sorry to hear about Safa.

19 Do you see that?

20 A. I do.

21 Q. Do you know what Estefania is referring
22 to, or why she's sorry to hear about Safa?

23 A. I would only assume it's to the previous
24 email that you showed me, that she's no longer with
25 the organization, or she's no longer -- that's all.

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1 S. Katz

2 Only assumption.

3 Q. Were there any discussions outside of
4 these emails between or among Giant Partners and
5 anyone else concerning Safa?

6 A. Not to my knowledge. Normal transfer
7 over of power.

8 Q. In the response to this email,
9 IMELegalReps@gmail.com provides a new phone number;
10 correct?

11 A. Correct.

12 Q. Giant Partners maintains records of
13 updates it makes to phone numbers; correct?

14 A. If you're asking if we maintain records
15 when we change a phone number on a website?

16 Q. In general.

17 A. I just want to answer your question
18 clearly. I apologize.

19 Q. In this email, IME Legal Reps is asking
20 Giant Partners to change the phone number listed on
21 the website; correct?

22 A. Correct.

23 Q. In this email, Giant Partners is being
24 asked to change that phone number; correct?

25 A. Yes.

1 S. Katz

2 Q. My question is, does Giant Partners have
3 records showing old phone numbers?

4 A. I would have to look into that.

5 Theoretically, because we keep track of these
6 emails, we should. But, of course, we have no
7 access to the phone numbers or the recordings or
8 anything that relates to that.

9 Q. Do you have any knowledge as to whether
10 Mr. Liddie ever shared what his vision is for IME
11 Legal Reps?

12 A. Not to my knowledge.

13 Q. I'll present to you what is Hearing
14 Exhibit 61.

15 (Plaintiff's Hearing Exhibit 61, email
16 chain, marked for identification.)

17 MR. WARNER: What was the previous
18 hearing exhibit number?

19 COURT REPORTER: 94.

20 MR. KATAEV: 94. Thank you.

21 MR. WARNER: And this one is 61?

22 MR. KATAEV: Correct.

23 BY MR. KATAEV:

24 Q. This is a -- largely an email chain
25 between Giant Partners and Safa dated April 25th,

1 S. Katz

2 2023; correct?

3 A. Correct.

4 Q. In the first email from April 25th,
5 there's a direction from IMELegalReps@gmail.com to
6 fix the fact that people are associating IME
7 Companions to IME Legal Reps; correct?

8 A. That's how I interpret it, yes.

9 Q. There's a reference here to the concern
10 that clients will be lost because of this
11 association; correct?

12 A. That's how I read it.

13 Q. Do you have any knowledge as to how
14 clients would be lost due to the association of the
15 two companies?

16 A. I do not.

17 Q. Did you become aware of this threat to
18 sue Giant Partners around April 25th of last year?

19 A. No. I knew about this when I -- before I
20 sent the documents to the subpoena, and I read that.

21 Q. In response to this, Conor asks for the
22 log-in credentials for IMECompanions.com; correct?

23 A. Correct.

24 Q. Those credentials are provided; correct?

25 A. It looks like they are provided above;

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1 S. Katz

2 correct.

3 Q. Do you recall the earlier memorable
4 password provided for GoDaddy Productions; right?

5 A. Regretfully, yes.

6 Q. Those credentials were for IME Legal Reps
7 while these credentials are for IME Companions;
8 right?

9 MR. WARNER: Objection.

10 A. I assume so.

11 BY MR. KATAEV:

12 Q. The credentials provided refer to Safa;
13 correct?

14 A. It has her name in it, yes.

15 Q. Is it fair to say that Safa was the
16 individual that sent this email?

17 A. I don't want --

18 MR. WARNER: Objection.

19 A. I don't want to make that assumption.

20 BY MR. KATAEV:

21 Q. In response to the email of the
22 credentials, Conor says, Thank you, Safa. I will
23 reach out in a couple of minutes to confirm we are
24 in.

25 Correct?

1 S. Katz

2 A. Yes.

3 MR. WARNER: Objection.

4 BY MR. KATAEV:

5 Q. Based on this email exchange, Conor was
6 communicating with Safa; correct?

7 MR. WARNER: Objection.

8 A. I can't confirm because of the buffoonery
9 that's going on. I don't know who's reading those
10 emails and who's replying back. There's a lot of
11 assumption going on on our team's part that it is
12 Safa.

13 BY MR. KATAEV:

14 Q. You refer to the email exchanges as
15 buffoonery.

16 Why do you say that?

17 A. I apologize. I retract that.

18 Q. No, no. We're not offended. I just want
19 to understand what you mean by that.

20 A. It seems like there's confusion going on,
21 on what's happening and who we're communicating
22 with. That's all. Being in business over 40 years,
23 unless Safa signed an email to me, I would never
24 assume it's that person.

25 Q. Why do you believe that Safa was

1 S. Katz

2 concerned about the association with IME Companions?

3 MR. WARNER: Objection.

4 A. Purely based upon the video that we both
5 watched -- that we all watched.

6 MR. KATAEV: Another exhibit. This is
7 Exhibit 95.

8 (Plaintiff's Hearing Exhibit 95A, email
9 exchange, marked for identification.)

10 BY MR. KATAEV:

11 Q. Another exchange of emails dated
12 April 25, 2023.

13 Do you see that?

14 A. I do.

15 Q. Are you familiar with the term "branding
16 handoff"?

17 A. Not necessarily. It can be used in
18 multiple ways. Can I see the context, please?

19 Q. The subject line of the email.

20 A. I would only assume it's based on IME
21 Companions to the new IME Legal Rep.

22 Q. The completion of the transfer; correct?

23 A. Again, I'm just assuming.

24 Q. Do you have any knowledge as to how many
25 customers IME Legal Reps had as of April 25, 2023?

1 S. Katz

2 A. I do not. I do not.

3 Q. Did Giant Partners maintain any records
4 concerning IME Legal Reps' customers?

5 A. No. That information goes directly to
6 IME Legal Reps' HubSpot account.

7 Q. When the contract with IME Legal Reps was
8 canceled, did IME Legal Reps lose access to the
9 HubSpot account?

10 A. To my knowledge, I was told that before
11 they canceled all the passwords were changed and
12 Giant Partners was locked out.

13 Q. Does Giant Partners maintain any
14 ownership rights to the content in a customer's
15 HubSpot account?

16 A. We do not.

17 Q. What was the reason, to your knowledge --
18 withdrawn.

19 What reason, if any, would there be for
20 IME Legal Reps to change the passwords and lock you
21 out of access?

22 MR. WARNER: Objection.

23 A. In my opinion, we did not receive the
24 next month's payment, and we had the option of not
25 receiving the payment to go in and change everything

1 S. Katz

so that they would be locked out. So I just have to assume that they locked us out and then canceled the contract.

5 MR. WARNER: Objection.

6 MR. KATAEV: To the answer or the
7 question?

8 THE WITNESS: I'm sorry?

9 MR. WARNER: To the --

10 BY MR. KATAEV:

11 Q. In this email exchange, there's a
12 reference to a legal matter, the 10:09 email.

13 A. Okay.

14 Q. What understanding, if any, do you have
15 about the nature of the legal matter?

16 A. It's very vague. No understanding at all
17 with the exception --

18 (Simultaneous speakers.)

19 A. With the exception of the previous email
20 we read where they threatened to sue us. So I can
21 only assume it's directed towards Giant Partners.

22 Q. Do you have any knowledge as to whether a
23 screen video was shared to see that issue as
24 requested?

25 A. I do not have any knowledge. I don't

1 S. Katz

2 have any knowledge, no.

3 Q. The 9:11 email on April 25th, the person
4 from IMELegalReps@gmail.com wrote, "They should not
5 be affiliated. It should be like a brand new site";
6 correct?

7 A. That's what I read, yes.

8 Q. The word "should" was used because the
9 IME Legal Reps' website was not actually a brand new
10 website; correct?

11 MR. WARNER: Objection.

12 A. If you're -- the IME Legal Reps was a
13 website, if I'm correct, that we built for them.

14 MR. KATAEV: Moving on to Hearing
15 Exhibit 62.

16 (Plaintiff's Hearing Exhibit 62, email
17 exchange, marked for identification.)

18 BY MR. KATAEV:

19 Q. This is an email exchange between Corey
20 Weissman and IMELegalReps@gmail.com; correct?

21 A. Yes.

22 Q. Based on this email exchange, Safa had
23 discussions with Corey about a court date; correct?

24 A. That's what I --

25 MR. WARNER: Objection.

1 S. Katz

2 (Court reporter requested clarification.)

3 A. That's what I read.

4 BY MR. KATAEV:

5 Q. Were you involved in any discussions
6 about the court date Safa is referring to?

7 A. I was not.

8 Q. Is it fair to say that Giant Partners
9 would not have created a brand new website for IME
10 Legal Reps for only \$7,200?

11 MR. WARNER: Objection.

12 A. Can you repeat that, please? Sorry.

13 BY MR. KATAEV:

14 Q. Is it fair to say that Giant Partners
15 would not create a brand new website for IME Legal
16 Reps for just \$7,200?

17 MR. WARNER: Objection.

18 A. If you're asking if we would build a
19 website for \$7200; is that the question?

20 BY MR. KATAEV:

21 Q. Yes.

22 A. We have done that. We build websites for
23 \$3,000. We build websites for \$50,000.

24 Q. The website made for IME Legal Reps was a
25 copy/paste of IME Companions' website; correct?

1 S. Katz

2 A. If you're referring to the verbiage of
3 the video where they asked us to move the verbiage
4 over, to my knowledge, it was a new look, a new
5 feel, with similar verbiage.

6 Q. Did you have any discussions about this
7 case with other individuals at Giant Partners to the
8 exclusion of counsel?

9 A. After I received the subpoena, I spoke to
10 a few team members to gather all the information
11 requested in the subpoena.

12 Q. What was discussed between you and those
13 team members?

14 A. That I need to collect information --

15 MR. ALLEN: Sheldon, don't repeat
16 anything that was said between you and I, of
17 course. Go ahead.

18 THE WITNESS: Of course. Can you ask the
19 question, please, sir?

20 BY MR. KATAEV:

21 Q. What did those team members say to you
22 when you spoke to them about this issue?

23 A. Nothing was mentioned with the exception
24 of the disappointment that the contract was
25 cancelled early for IME Legal Reps. I was just

1 S. Katz

2 requesting access and information for the subpoena.

3 MR. KATAEV: Going to Hearing Exhibit 63.

4 (Plaintiff's Hearing Exhibit 63, email
5 exchange, marked for identification.)

6 BY MR. KATAEV:

7 Q. This is a May 19th, 2023, email exchange
8 between Corey, Safa and IMELegalReps@gmail.com;
9 correct?

10 A. Yes.

11 Q. And in this email, Corey says that he has
12 not been able to get a hold of Eugene; correct?

13 A. Correct.

14 Q. Corey regularly communicated with Safa
15 regarding IME Legal Reps' matters, correct?

16 MR. WARNER: Objection.

17 A. Again, I don't know. As I mentioned
18 previously, if Safa is IMG Legal Reps, it seems that
19 it. But he is communicating with someone. Again,
20 he's a salesman trying to get someone to respond to
21 him because they were at a contract at this point.

22 BY MR. KATAEV:

23 Q. In this email, Safa Gelardi is copied
24 together with IMELegalReps@gmail.com; correct?

25 A. Correct.

120

1 S. Katz

2 Q. There's a reference here that Safa or
3 Eugene mentioned one of them would have an update
4 for Giant Partners after May 15th sometime.

5 Do you see that?

6 MR. WARNER: Objection.

7 A. I do see that.

8 BY MR. KATAEV:

9 Q. In your discussions with your team
10 following the receipt of the subpoena, do you recall
11 any discussions about this May 15th date or a court
12 date or anything like that?

13 A. There was no discussions about court
14 dates or anything related to that at all. Or court.

15 Q. Do you have a recollection -- withdrawn.

16 Do you have any knowledge as to whether
17 at this point of May 19th, Giant Partners was locked
18 out of the IME Legal Reps HubSpot?

19 A. I do not know if we were locked out at
20 that time. But I am aware that they were behind on
21 a payment, and that was around the time we stopped
22 working for them.

23 Q. In this email, Corey Weissman blind
24 carbon copies 4536250@bcc.HubSpot.com.

25 Do you see that?

1 S. Katz

2 A. I do.

3 Q. What does that mean to you?

4 A. All of our emails that I supplied to your
5 firm are stored in HubSpot. So he was just
6 forwarding that to a HubSpot account.

7 Q. Which HubSpot account did he forward that
8 email to?

9 A. I would have to look into it, but I would
10 have to assume something related to both
11 organizations.

12 Q. Both organizations, meaning IME
13 Companions and IME Legal Reps?

14 MR. WARNER: Objection.

15 A. I assume so. I would have to look and
16 find out what that HubSpot is to.

17 MR. KATAEV: Going to Hearing Exhibit 64.

18 (Plaintiff's Hearing Exhibit 64, email
19 exchange, marked for identification.)

20 BY MR. KATAEV:

21 Q. I'm referring to the earlier email
22 exchange within this set of two emails.

23 In this email, Corey directs the first
24 email to Safa; correct?

25 A. That's how I read it, yes.

1

S. Katz

2

Q. Based on your review of the video and the records produced in response to the subpoena, Corey reached out to Safa because she made all the decisions; correct?

6

MR. WARNER: Objection.

7

8

A. Based on the video, that's what she requested.

9

BY MR. KATAEV:

10

11

12

Q. This email was also sent to Safa because Corey has been unsuccessful in reaching Eugene; correct?

13

A. Correct.

14

15

16

17

18

Q. Based on your review of the video and the documents produced in response to the subpoena by IME WatchDog, is it your understanding that IMELegalReps@gmail.com was a shared email account between Safa and Liddie?

19

MR. WARNER: Objection.

20

(Court reporter requested clarification.)

21

MR. KATAEV: Liddie.

22

A. I don't want to guess. I don't know.

23

BY MR. KATAEV:

24

25

Q. At the, I want to say, 5:28 email on June 1st, 2023, in this exhibit, at the top, Corey

123

1 S. Katz

2 says, We're waiting on the response on May 15th
3 regarding the court date you mentioned.

4 Do you see that?

5 A. I do.

6 Q. To your knowledge, did Safa ever discuss
7 the court date with anyone at Giant Partners?

8 A. Not to my knowledge.

9 Q. To your knowledge, did Liddie discuss the
10 court date with anyone at Giant Partners?

11 A. Not to my knowledge.

12 Q. After you received the subpoena and you
13 went to speak to your team members about what was
14 going on, did any of your team members relay to you
15 information about this court date and any
16 discussions they had with Safa and/or Liddie?

17 A. No.

18 Q. Do you have any knowledge as to how Corey
19 knew about the court date?

20 A. I don't want to guess.

21 Q. Did you have any discussions with Corey
22 about this issue?

23 A. I did not.

24 Q. Based on your review of the video, you
25 are aware that Mr. Liddie is an officer; correct?

124

1 S. Katz

2 A. I am not -- that is what I heard.

3 Q. In this email, Corey sends this
4 correspondence to both Safa and Liddie; correct?

5 A. Correct.

6 MR. KATAEV: This is Hearing Exhibit 95.

7 (Plaintiff's Hearing Exhibit 95B, email
8 exchange, marked for identification.)

9 BY MR. KATAEV:

10 Q. This is another exchange between Corey
11 Weissman, Safa and Eugene, dated June 9th, 2023.

12 Do you see that?

13 A. I do.

14 Q. Scrolling down to the initial email dated
15 June 8, 2023 -- do you see it?

16 A. I do.

17 Q. Corey expresses disappointment that he
18 can't reach either Eugene or Safa; correct?

19 A. Correct.

20 Q. Follows up about the court date that was
21 mentioned; right?

22 A. Yes.

23 Q. Do you have any knowledge as to whether
24 this discussion actually occurred?

25 MR. WARNER: Objection to form.

1 S. Katz

2 A. I have no knowledge.

3 BY MR. KATAEV:

4 Q. Did Corey tell you about any discussions
5 he had with Safa following this email?

6 A. No. He has not had any discussions --
7 yes. And he said he's not had any discussions. I
8 just -- just to put things in perspective, once
9 again, Corey is a salesman, and he just would like
10 to get payment so he could make his commission. So
11 hence the continuous nudging.

12 MR. KATAEV: Going on to Hearing
13 Exhibit 67. I'm sorry. Not --

14 MR. WARNER: This is 67?

15 MR. KATAEV: No. This is -- let's call
16 it Hearing Exhibit 96.

17 (Plaintiff's Hearing Exhibit 96, email
18 exchange, marked for identification.)

19 BY MR. KATAEV:

20 Q. I'm going to scroll to the bottom of this
21 one to help you.

22 A. Thank you.

23 Q. So going to the bottom of this, this is
24 an exchange between Estefania and Eugene dated
25 June 6th, 2023; correct?

126

1 S. Katz

2 A. Yes.

3 Q. And Estefania thanks Eugene for a phone
4 call; correct?

5 A. Correct.

6 Q. And there's a reference to a PageProof
7 link; correct?

8 A. Yes.

9 Q. What is "PageProof"?

10 A. I don't know exactly, so I'd have to look
11 at that link. I have to assume he made some changes
12 or the customer demanded we make changes. I'd have
13 to look into it more. Don't want to guess.

14 Q. So we're not industry people in
15 marketing. And I want to get an understanding,
16 broad strokes, what is PageProof -- what's
17 PageProof.com, and what is the purpose of it?

18 A. Sure. Frankly, I don't know what
19 PageProof.com is. I'm not going to guess. But when
20 we make changes to client's websites or we make
21 changes to content, we share it with the client.

22 Q. Is it --

23 (Simultaneous speakers.)

24 A. I'm sorry.

25 Q. Go ahead. I'm sorry.

1 S. Katz

2 A. Again, I have to assume this was
3 something they shared with him.

4 Q. Is it accurate to state, based on this
5 exchange, that Giant Partners performed some
6 additional work in June of 2023 for IME Legal Reps?

7 A. There was something done or shown. I
8 don't know what it is until I can look into it. But
9 there was some type of communication.

10 Q. Do you have any knowledge about the
11 things that we need to fix as soon as possible?

12 A. I do not.

13 Q. Do you have any knowledge as to whether,
14 at this point in time, in June of '23, that anyone
15 at IME Legal Reps paid Giant Partners any
16 outstanding balance owed?

17 A. Based on our records at this point in
18 time, I think we are 60 days past due on payment.

19 Q. Going up to further up the June 6th
20 emails. Do you notice that there's a discrepancy
21 with the timing, the timestamps for the emails?

22 A. I do not. Can you point them out,
23 please?

24 Q. In the earlier email we just reviewed, it
25 said it was sent at 4:38 p.m.

128

1 S. Katz

2 A. Yes.

3 Q. In a later email, it says it was sent at
4 4:33 p.m., five minutes earlier?

5 Do you have any knowledge as to why that
6 might be?

7 A. I don't. I have to look into that.

8 Q. Would it be fair to say that the time
9 zone differences between Giant Partners, in
10 California, and IME Legal Reps, in New York, has to
11 do with it?

12 MR. WARNER: Objection.

13 A. Estefania is offshore. I'm not sure what
14 country she's in. So I can't comment on the
15 timestamps.

16 BY MR. KATAEV:

17 Q. Going further up in this exhibit, on
18 June 7th, Corey Weissman reaches out to Eugene
19 again; correct?

20 A. Yes.

21 Q. Based on this email exchange, Corey has
22 been unable to reach Eugene still; correct?

23 A. Correct.

24 Q. Later on at the end of the month, June 26
25 of '23, Eugene writes that, We have decided not to

1

S. Katz

2

move forward with marketing at this time; correct?

3

A. Correct.

4

Q. By "we," based on your knowledge in reviewing the video and your review of the records produced in response to the subpoena, Eugene is referring to himself and Safa; correct?

5

A. I don't want to --

6

MR. WARNER: Objection.

7

A. -- make that assumption.

8

I don't want to make the assumption, but "we" is "we."

9

BY MR. KATAEV:

10

Q. In response to that email, Corey follows up with Eugene with a copy to Safa to ask for a phone call; correct?

11

A. Yes.

12

Q. And then there's an internal email with you concerning how to deal with the fact that the contract has been terminated; correct?

13

A. Correct.

14

Q. At this point in time, as of June 27th when this email is sent, did Giant Partners become aware that IME Legal Reps removed Giant Partners' access to HubSpot?

130

1

S. Katz

2

A. I don't know the answer to that question.

3

Q. In relation to this email, do you recall
when Giant Partners learned that it no longer has
access to IME Legal Reps' HubSpot?

6

A. I don't have that date. Again, we can
get it for you.

8

Q. Going to Hearing Exhibit 67.

9

MR. WARNER: This is Exhibit 67?

10

MR. KATAEV: Hearing Exhibit 67.

11

(Plaintiff's Hearing Exhibit 67, email,
marked for identification.)

12

BY MR. KATAEV:

14

Q. In this February 9th, 2024, email, Corey
corresponds directly with Safa; correct?

16

A. Correct.

17

Q. Even though there was an email from you
to Liddie on or about April 19th of '23, stating
that Safa was no longer involved, Safa remained
involved based on the emails; correct?

21

MR. WARNER: Objection.

22

A. I don't know why Corey continued to reach
out to Safa based on the previous communication we
received. But, once again, a salesman is always
going to try to reach out to every contact they can

1 S. Katz

2 to get the account back.

3 BY MR. KATAEV:

4 Q. Regardless of why, the answer is that
5 Safa was still being contacted by Giant Partners;
6 correct?

7 MR. WARNER: Objection.

8 A. Correct. Yes, at that email address;
9 correct.

10 BY MR. KATAEV:

11 Q. Do you have any understanding of how Safa
12 and Eugene worked together at IME Legal Reps?

13 A. I do not.

14 Q. Are you familiar with the term "targeted
15 data list"?

16 A. I am.

17 Q. What is a targeted data list?

18 A. Depending on if you'd like to reach out
19 to consumers or businesses, if it's a consumer and
20 we're doing a Medicare account, we would target
21 people that are my age or older that are looking for
22 Medicare. So it's basically demographics,
23ographics, cybergraphics. That's targeted.

24 Q. Did Giant Partners have the ability to
25 pull up a targeted data list of personal injury law

1 S. Katz

2 firms?

3 A. We have the ability to pull up law firms,
4 but we can't break them down by their specialty.

5 Q. In forming or working with targeted data
6 lists, what is the purpose of using them, generally
7 speaking?

8 A. So that whoever our client is, we are
9 reaching out to the best targeted audience for their
10 product. Hypothetically, if it's BMWs, we are
11 reaching out to people who are a little more
12 affluent.

13 If it's senior offers, we're reaching out
14 to people like me. So it all depends on who our
15 client is.

16 Q. Generally speaking, can any customer
17 reach out to Giant Partners and say, I want targeted
18 marketing to a specific individual?

19 A. Individuals or individual?

20 Q. Individual. One person.

21 A. No. No. No. We don't do that.

22 Q. Generally speaking, can a customer reach
23 out to Giant Partners and ask to have marketing
24 directed solely to all individuals of one particular
25 business?

1 S. Katz

2 A. Yes. In other words, just so I
3 understand the question, if our client said, can you
4 please reach out to all the heating and air
5 conditioning companies in California, we can do
6 that.

7 Q. What if a customer reached out and said,
8 I want to reach this particular heating and air
9 conditioning company and all the employees in it?

10 A. We have the ability to do that if it's a
11 large organization.

12 Q. In aid of the targeted data list
13 discussed here, at any point in time did Safa
14 provide any lists to Giant Partners?

15 A. To my knowledge, the only thing that was
16 supplied to us was what you showed me during this
17 deposition. I would have to research to see if
18 there was anything else supplied.

19 MR. KATAEV: This is Hearing Exhibit 97.
20 (Plaintiff's Hearing Exhibit 97, email
21 exchange, marked for identification.)

22 BY MR. KATAEV:

23 Q. This is an email exchange between
24 Estefania and IMELegalReps@gmail.com; correct?

25 A. Yes.

1 S. Katz

2 Q. Starting at the bottom, Giant Partners
3 utilized a company called PageProof to send a proof
4 of its website to IME Legal Reps; correct?

5 A. That's what I'm looking at now, yes.

6 Q. And on April 19th, someone at
7 IMELegalReps@gmail.com approved sample 3; correct?

8 A. Yes.

9 Q. On April 19, 2023, at 7:11 p.m.,
10 Estefania confirmed with Eugene that Safa was
11 removed but Vito was left; correct?

12 A. I'm just reading that now. Brand
13 guidelines. Eugene. Sounds good...

14 Meet our team, we removed Safa and left
15 Vito. That is correct.

16 Q. The only reason Giant Partners would do
17 that is if it was a request; correct?

18 MR. WARNER: Objection.

19 A. Correct.

20 BY MR. KATAEV:

21 Q. In response to that email,
22 IMELegalReps@gmail.com responds in part, "Everything
23 that has any connection to Companions has to be
24 removed"; correct?

25 A. That's what I'm reading; correct.

135

1 S. Katz

2 Q. Estefania then confirms that as a result
3 of that direction, the "our client page" has to be
4 removed as well, right?

5 A. That is what she is suggesting, yes.

6 Q. And the individual at

7 IMELegalReps@gmail.com confirms that direction;
8 correct?

9 A. Correct.

10 Q. At 8:33 p.m., someone at
11 IMELegalReps@gmail.com provides what appears to be a
12 screenshot; correct?

13 A. I would have to look for more context. I
14 don't know if that's a screenshot or if that's
15 verbiage they want us to change.

16 Q. There's a reference to the term
17 Companions within this, the body of this email;
18 correct?

19 A. I see that, yes.

20 Q. Based on the context of the email, this
21 is a request by IME Legal Reps to remove the
22 reference to Companions; correct?

23 (Court reporter requested clarification.)

24 A. That's how I interpret it, yes.

25 MR. KATAEV: I'm going to Hearing

136

1 S. Katz

2 Exhibit 68.

3 (Plaintiff's Hearing Exhibit 68, email
4 exchange, marked for identification.)

5 BY MR. KATAEV:

6 Q. This is an exchange between Corey and
7 Safa on March 12, 2024; correct?

8 A. Yes.

9 Q. And in this exchange, Corey references
10 settling things with that lady.

11 Do you see that?

12 A. I do.

13 Q. When Corey refers to that lady, do you
14 know who that is?

15 A. I can only assume it's based on the video
16 that we all just watched.

17 Q. To your knowledge, what did Corey mean by
18 being a resource for Safa and Eugene?

19 A. I don't want to take anything out of
20 context. I don't know. Once again, a salesman
21 doing anything he can to get the account back.

22 Q. Did Corey share with you any
23 conversations he had with Safa or Eugene about
24 settling things with that lady?

25 A. No. We have not spoke about any of this.

1 S. Katz

2 MR. KATAEV: This is Hearing Exhibit 99.

3 (Plaintiff's Hearing Exhibit 99, email
4 exchange, marked for identification.)

5 BY MR. KATAEV:

6 Q. Another exchange between Corey, Eugene,
7 Safa and IMELegalReps@gmail.com.

8 Do you see that?

9 Do you see that, Mr. Katz?

10 A. I do.

11 Q. In this email exchange, Corey sends
12 emails to Eugene at IMECompanions.com
13 and SGelardi@IMECompanions.com; correct?

14 (Court reporter requested clarification.)

15 BY MR. KATAEV:

16 Q. Eugene@IMECompanions.com and
17 SGelardi@IMECompanions.com; correct?

18 A. Correct.

19 Q. The only way that Corey would know those
20 email addresses is if someone provided it to him,
21 correct?

22 MR. WARNER: Objection.

23 A. I would assume so, yes.

24 BY MR. KATAEV:

25 Q. Do you have any knowledge about what

1 S. Katz

2 Corey means when he refers to potentially working
3 together again?

4 MR. WARNER: Objection.

5 A. If I'm correct, this was preceding the
6 call that we all listened to. I have to look at the
7 dates.

8 BY MR. KATAEV:

9 Q. The date of this email --

10 A. No. No. Actually. No. No. This is
11 after. We, again, just trying to continue this
12 account moving on.

13 Q. This email is dated approximately three
14 months ago; correct?

15 A. Yeah. No. He's -- Corey is doing his
16 best as a salesman to get them to respond so he can
17 collect the next payment.

18 Q. Do you have any knowledge as to whether
19 Corey had any discussion with Safa or Eugene
20 following this email?

21 A. When I spoke to Corey, he said, I have
22 not had any discussions with them. I keep reaching
23 out to them, but nothing yet.

24 MR. KATAEV: Going to Hearing Exhibit 98.

25 (Plaintiff's Hearing Exhibit 98, Excel

1 S. Katz

2 spreadsheet, marked for identification.)

3 BY MR. KATAEV:

4 Q. I'll represent to you, Mr. Katz, that
5 this is an Excel spreadsheet titled "IME LI
6 Accelerator Stats" produced by Giant Partners in
7 response to the subpoena.

8 Are you familiar with this document?

9 A. I am not familiar with this document.

10 Q. Who would be familiar with it?

11 A. Probably Conor. But I've seen a document
12 similar to this. I just didn't see this one for
13 IME.

14 Q. At the top right, there's a section
15 called "Statistics"; correct?

16 A. Correct.

17 Q. And the first item in dark green is
18 titled "Connected"; right?

19 A. Correct.

20 Q. Do you know what "Connected" means?

21 A. I do not.

22 Q. Is it fair to say based on a view of the
23 emails produced in response to the subpoena and the
24 video that we went over at the beginning of the
25 deposition that this list was generated by Giant

140

1 S. Katz

2 Partners with information provided by Safa?

3 MR. WARNER: Objection.

4 A. I don't know.

5 BY MR. KATAEV:

6 Q. Giant Partners would not have the ability
7 to obtain a list of law firms and individuals at the
8 law firms with their titles and contact information;
9 correct?

10 MR. WARNER: Objection.

11 A. I think I mentioned previously that we do
12 have the ability to get a list of law firms.

13 Q. When you mentioned that you have the
14 ability to obtain a list of law firms, does that
15 include the ability to obtain the first and last
16 name of an individual there with their title and
17 contact info?

18 A. Certainly. I can google it just like
19 you.

20 Q. Do you have any knowledge as to whether
21 someone at Giant Partners compiled this list?

22 A. I would have to look in to see if we
23 compiled this list for their marketing efforts.

24 Q. Who --

25 (Simultaneous speakers.)

1 S. Katz

2 A. We're a data company also.

3 Q. Who at Giant Partners was responsible for
4 working on this list?

5 A. We have a handful -- I would have to find
6 out the person and get the details.

7 Q. Would it be accurate to state that the
8 list Safa provided of February 6th, 2023, and the
9 information within it is contained in this
10 spreadsheet?

11 MR. WARNER: Objection.

12 A. I don't want to guess. I'd have to
13 contrast and compare.

14 BY MR. KATAEV:

15 Q. In reviewing this list --

16 A. Me? Hang on. Sorry.

17 Q. In reviewing this list, this was created
18 to track who Giant Partners contacted for marketing
19 purposes; correct?

20 A. I would --

21 MR. WARNER: Objection.

22 A. -- assume so.

23 MR. WARNER: Objection.

24 BY MR. KATAEV:

25 Q. The term "LI" in the title of this file

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1 S. Katz

2 refers to LinkedIn; correct?

3 MR. WARNER: Objection.

4 A. I assume so.

5 BY MR. KATAEV:

6 Q. And on the far right of the spreadsheet,
7 there are three columns that say "LinkedIn, First
8 Message Follow-Up; Second Message, Three Days After;
9 and Third Message, Three Days After."

10 Do you see that?

11 A. I do.

12 Q. And the dates listed for certain firms
13 are the dates that Giant Partners contacted these
14 particular firms; correct?

15 MR. WARNER: Objection.

16 A. Again, I would have to get more
17 information about the document and how these firms
18 were contacted.

19 BY MR. KATAEV:

20 Q. To your knowledge, was Giant Partners
21 instructed to target specific customers from this
22 list?

23 MR. WARNER: Objection.

24 (Simultaneous speakers.)

25 A. Sorry. Could you repeat that?

1 S. Katz

2 BY MR. KATAEV:

3 Q. To your knowledge, was Giant Partners
4 instructed to target specific customers from this
5 list?

6 MR. WARNER: Objection.

7 A. I do not have knowledge of that.

8 BY MR. KATAEV:

9 Q. Who would have knowledge of that?

10 A. Again, I'd have to research it and find
11 out who is running this program in our organization.

12 Q. Is it fair to say that this spreadsheet
13 is contained in the Marketing Collaterals folder of
14 Giant Partners for IME Legal Reps?

15 A. I believe that's how you received it,
16 yes.

17 Q. Based on your review of this spreadsheet,
18 pending means that a connection request was
19 initiated on LinkedIn; correct?

20 A. I don't want to -- I don't want to guess
21 on this one. I'd like to find out more information
22 about this sheet and how it was derived.

23 Q. Do you have any knowledge about the
24 content of any messages sent to the individuals
25 listed, where there are dates and "LinkedIn, First

1 S. Katz

2 Message, Second Message, and Third Message"?

3 A. Yeah. I do not.

4 MR. KATAEV: I'm going to ask Giant
5 Partners to preserve any of that information.

6 THE WITNESS: Absolutely.

7 BY MR. KATAEV:

8 Q. During the course of performing work for
9 IME Companions and/or IME Legal Reps, did Giant
10 Partners have credentials to access LinkedIn
11 accounts for those companies?

12 MR. WARNER: Objection.

13 A. I do not know.

14 BY MR. KATAEV:

15 Q. Generally speaking, when Giant Partners
16 does work such as what's listed here, it is Giant
17 Partners that performs the actual act of reaching
18 out to leads; correct?

19 A. There's --

20 MR. WARNER: Objection.

21 A. There's a multitude of ways. In this
22 particular circumstance, I don't know who reached
23 out to these people. I would have to investigate
24 more.

25 BY MR. KATAEV:

1 S. Katz

2 Q. There are five sheets in this
3 spreadsheet; correct?

4 A. Correct.

5 Q. Based on my hovering over the last cell
6 on the bottom of the main spreadsheet, main
7 worksheet, there are 1,358 contacts when excluding
8 the first column; correct?

9 A. Correct.

10 Q. Are each of these 1,358 contacts LinkedIn
11 pages listed for virtually every contact; correct?

12 A. Correct.

13 Q. In the New Jersey worksheet, there are
14 not as many contacts; correct?

15 A. Correct.

16 Q. There are only about 158 based on what
17 I'm showing you; correct?

18 A. Correct.

19 Q. And unlike the main worksheet, the
20 New Jersey worksheet contains no data on anybody
21 that was contacted; correct?

22 A. Can you repeat that? I'm sorry.

23 Q. Unlike the main worksheet for New York,
24 the New Jersey worksheet does not have any data
25 about anyone that was contacted; correct?

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1 S. Katz

2 A. Correct.

3 Q. The third worksheet, which is the
4 Philadelphia worksheet, or Philly, has only two
5 contacts; correct?

6 A. Yes.

7 Q. And similarly, there is no data about
8 anyone that was contacted; right?

9 A. Correct.

10 Q. And the fourth worksheet -- sheet
11 three -- is blank; right?

12 A. Correct.

13 Q. And the final worksheet contains basic
14 information without any real data; correct?

15 A. Correct.

16 Q. Based on a review of this worksheet, is
17 it fair to say that the focus of IME Legal Reps'
18 marketing was on New York law firms?

19 MR. WARNER: Objection.

20 A. I can't answer that conclusively. I
21 don't know enough about this worksheet and the
22 program.

23 (Simultaneous speakers.)

24 BY MR. KATAEV:

25 Q. Who would know?

1 S. Katz

2 A. I can guess. One of the team members
3 that's running some of these processes. But again,
4 we've been really, really great with you guys. So
5 any questions you have, we'd be more than happy to
6 respond back.

7 Q. Do you know the identity, as you sit here
8 today, of who worked on this spreadsheet?

9 A. I do not.

10 MR. KATAEV: Going to our final
11 exhibit -- our second to final. This is
12 Hearing Exhibit 66.

13 (Plaintiff's Hearing Exhibit 66, email
14 exchange, marked for identification.)

15 BY MR. KATAEV:

16 Q. In this email exchange, Safa Gelardi
17 makes a request to access the marketing collaterals
18 on June 21st, 2023; correct?

19 A. Correct.

20 Q. And that's SafaGelardi@gmail.com;
21 correct?

22 A. That's what I read, yes.

23 Q. To your knowledge, was Safa provided
24 access to the marketing collaterals?

25 A. I do not know.

1 S. Katz

2 Q. By this point, was Giant Partners paid
3 any of its outstanding balances owed?

4 A. No.

5 Q. Do you know in relation to this date when
6 Giant Partners was locked out of the IME Legal Reps'
7 HubSpot?

8 A. I do not know.

9 Q. Is it fair to say that the LinkedIn
10 accelerator spreadsheet that we looked at is an
11 example of a targeted data list?

12 A. I'd like to do more research before I
13 answer that question. It seems like it, but, again,
14 because I'm unfamiliar with that, I can't give you
15 conclusive information right now.

16 MR. KATAEV: This is Hearing Exhibit 71.

17 (Plaintiff's Hearing Exhibit 71,
18 screenshot of HubSpot page, marked for
19 identification.)

20 BY MR. KATAEV:

21 Q. This is a screenshot of the HubSpot page
22 for --

23 A. Corey.

24 Q. -- Corey; correct?

25 A. Mm-hmm.

1 S. Katz

2 Q. How do you know that this is Corey's
3 page?

4 A. Simply because it's got -- it has his
5 information in HubSpot here. On the far left-hand
6 side as "contact owner." So this would be Corey's
7 HubSpot.

8 Q. Top left, Safa Gelardi is listed as a
9 partner in IME Companions; correct?

10 A. Correct.

11 Q. This HubSpot contains emails dated
12 March 2024; correct?

13 A. And does it go farther back -- can you
14 see? Yes, you're correct.

15 Q. IME Companions was no longer in operation
16 as of March 2024; correct?

17 A. Correct.

18 Q. And looking at this first email, this is
19 an email to Eugene; correct?

20 A. Yes.

21 Q. And this email to Eugene, which includes
22 Safa, is about IME Legal Reps; correct?

23 A. Yes.

24 Q. Is it fair to say, based on what you view
25 on this page, that when Giant Partners started

150

1 S. Katz

2 working with IME Legal Reps, Safa maintained the
3 same user information as she did when she had IME
4 Companions?

5 MR. WARNER: Objection.

6 A. I can't answer that conclusively because
7 Corey kept the same HubSpot account for IME
8 Companions as he did for IME Legal Representatives.
9 So all the information just passed through. I can
10 find all that information out for you, but I can't
11 give you a conclusive answer.

12 BY MR. KATAEV:

13 Q. How do you know that there were two
14 HubSpots?15 A. I don't know. I said, there could be.
16 My guess is he kept one HubSpot for the entire
17 relationship.18 Q. Only Corey would know the answer to that,
19 definitively; correct?20 A. No. We have some managers that can dig
21 in and look.22 Q. Corey remains an employee of Giant
23 Partners; correct?

24 A. He does.

25 Q. In reviewing these emails, these are some

1 S. Katz

2 of the same emails that we've previously looked at;
3 correct?

4 A. Yes.

5 Q. Whenever Corey or someone at Giant
6 Partners copied that bcc@HubSpot email address,
7 that's how they would end up in HubSpot; correct?

8 A. I'm pretty sure of that. I don't use
9 HubSpot myself. As I mentioned in the beginning,
10 I'm very analog. But I'm pretty sure that's how it
11 works.

12 Q. There's a reference to each of these
13 threads about the number of associations.

14 Do you see that?

15 A. I do.

16 Q. To your knowledge, what do those
17 associations refer to?

18 A. Different communications that were
19 associated with that. I'd have to look. It could
20 be actions. I don't want to guess again.

21 Q. In each of these email threads, it only
22 shows the most recent email and you would have to
23 click on the ellipses at the end of each one to see
24 the full chain; correct?

25 A. I assume so.

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1 S. Katz

2 Q. Scrolling down a little more than half
3 way through, we started seeing October 17, 2022,
4 exchanges concerning IME Companions; correct?

5 A. Correct.

6 Q. Based on your review of this document as
7 we sit here today, the same HubSpot was used for
8 both IME Companions and IME Legal Reps; correct?

9 A. I need to look into that. I don't want
10 to make that assumption.

11 Q. Every single document that we looked at
12 today consisting of the emails and attachments were
13 all made and kept in the ordinary course of Giant
14 Partners' business; correct?

15 A. Correct.

16 Q. Generally speaking, what business is
17 Giant Partners in?

18 A. We're a marketing agency.

19 Q. And you are the chief operating officer
20 of Giant Partners; correct?

21 A. Correct.

22 Q. How many employees does Giant Partners
23 have?

24 A. Approximately 40.

25 Q. How many employees, approximately, worked

1 S. Katz

2 with IME Companions and/or IME Legal Reps?

3 A. Four, five, possibly. I don't know. We
4 have graphic designers. We have content writers.
5 Four.

6 Q. When Giant Partners worked with IME
7 Companions, who was the primary contact for IME
8 Companions?

9 A. Well, Corey was the sales rep. Tiffany
10 was the account representative. And there were two
11 or three people as we do with every account just
12 keep a 10,000 foot eye on things.

13 Q. Same question for IME Legal Reps.

14 A. Same thing. I apologize. No. Because
15 we identified that Tiffany was taken off that
16 account and Estefania was put on. So that would be
17 the only change.

18 Q. And Corey remained; correct?

19 A. Correct. He was the original
20 salesperson.

21 Q. Have you communicated with someone at IME
22 Companions -- withdrawn.

23 When anyone at Giant Partners
24 communicated with someone at IME Companions, how
25 would that person know who they were communicating

1 S. Katz

2 with?

3 A. Can you repeat that?

4 Q. When anyone at Giant Partners would
5 communicate with anyone at Companions, how would
6 they know who they were communicating with?

7 A. If I'm correct, in 2022 that
8 communication was through Safa, and there was no
9 mystery.

10 Q. When you communicated -- withdrawn.

11 When anyone at Giant Partners
12 communicated with anyone at IME Legal Reps, how
13 would that person know who they were communicating
14 with?

15 A. As I mentioned, we weren't sure -- I'm
16 not sure who that response was.

17 Q. Based on the emails that we reviewed
18 today, at least in the beginning, who was that
19 individual?

20 A. It was either -- based on what we've
21 discussed, Eugene or Safa, in my opinion. Not
22 conclusive.

23 Q. Did Giant Partners learn at any point
24 that IME Companions was shut down?

25 A. No. We still don't. No.

1 S. Katz

2 Q. Are you aware of any conversations that
3 Safa had with anyone at Giant Partners concerning
4 the lawsuit?

5 A. Can you repeat that again?

6 Q. Are you aware of any conversations that
7 anyone at Giant Partners had with Safa concerning
8 the lawsuit? Obviously other than the video.

9 A. That was my point. Other than the
10 videotape, that's all that I know of.

11 Q. When you received the subpoena and spoke
12 to your team members, did any of them tell you
13 anything about the lawsuit?

14 A. They had no idea.

15 MR. KATAEV: I believe I may be done, but
16 I want to take a five-minute break just to
17 confirm.

18 THE VIDEOGRAPHER: We are going off the
19 record. The time is 4:20 p.m.

20 (A recess was taken from 4:20 p.m. to
21 4:27 p.m.)

22 THE VIDEOGRAPHER: The time is 4:27 p.m.
23 We are back on the record.

24 MR. KATAEV: Mr. Katz, I'll speak for the
25 plaintiff. I want to thank you again for your

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1 S. Katz

2 time and cooperation today. Plaintiff has no
3 further questions subject to any redirect based
4 on questions that Mr. Warner for defendants
5 asks.

6 EXAMINATION BY

7 MR. WARNER:

8 Q. Good afternoon, Mr. Katz. It's 1:30 your
9 time, 4:30 our time. In the meantime, I have some
10 questions for you regarding what you've gone over
11 for the past four plus hours.

12 A. Sure.

13 Q. In connection with the video that we
14 watched, you heard the use of the term "Plaintiff
15 Advocates"; correct?

16 A. I did.

17 Q. You never heard Safa Gelardi talk about
18 IME Legal Reps, did you?

19 MR. KATAEV: Objection.

20 A. Not that I recall.

21 BY MR. WARNER:

22 Q. Isn't it true, Mr. Katz, that the entity
23 that was being discussed by Mr. Koenig and
24 Ms. Gelardi was called "Plaintiff Advocates" or
25 "Plaintiffs Advocates"?

1 S. Katz

2 MR. KATAEV: Objection.

3 A. That's what I heard on the video.

4 BY MR. WARNER:

5 Q. To your knowledge, was that entity ever
6 formed?

7 MR. KATAEV: Objection.

8 A. To my knowledge, no.

9 BY MR. WARNER:

10 Q. Was any work done by Giant Partners
11 for -- done for Plaintiff Advocates?

12 A. Not to my knowledge.

13 Q. Was any transfer of any information from
14 any website that had been owned by IME Companions
15 performed vis-à-vis Plaintiff Advocates?

16 A. Not to my knowledge.

17 Q. Isn't it true that as of April 19th, you
18 had been advised by Mr. Liddie that Safa Gelardi
19 was -- had no further involvement whatsoever with
20 IME Legal Reps, and that you were to stop including
21 her on emails?

22 A. That's what I recall reading in those
23 emails.

24 Q. Other than Mr. Weissman's desire to
25 rekindle a relationship with Ms. Gelardi, are you

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1 S. Katz

2 aware of any reason why she was included on the
3 emails going forward?

4 MR. KATAEV: Objection. Argumentative.
5 It calls for speculation.

6 You can answer.

7 A. Not to my knowledge.

8 BY MR. WARNER:

9 Q. In fact, didn't Ms. Gelardi specifically
10 write to Giant Partners and request that she no
11 longer be included on any emails to IME Legal Reps?

12 MR. KATAEV: Objection.
13 You can answer.

14 A. I would have to go back and review. But
15 based on what we've spoken about today, I do not
16 think so.

17 BY MR. WARNER:

18 Q. So you don't think that she ever wrote to
19 you at Giant Partners and said, Hey, stop including
20 me in these emails?

21 MR. KATAEV: Objection.

22 A. Not to my knowledge.

23 BY MR. WARNER:

24 Q. If there were to be an email that I could
25 show you that specifically was from Safa Gelardi and

1 S. Katz

2 specifically asked that you no longer include her on
3 emails to IME Legal Reps, would that change your
4 testimony?

5 MR. KATAEV: Objection.

6 You can answer.

7 A. Potentially...

8 BY MR. WARNER:

9 Q. You never had any communications with
10 Ms. Gelardi; isn't that true?

11 A. That's correct.

12 Q. And you never wrote to her, you never
13 spoke with her; correct?

14 A. Correct.

15 MR. KATAEV: Objection.

16 BY MR. WARNER:

17 Q. Other than the video in which she talks
18 about her involvement with Plaintiff Advocates,
19 isn't it true that you don't -- are not aware of any
20 information that links her to IME Legal Reps other
21 than the transferring of the website?

22 MR. KATAEV: Objection.

23 A. Again, only what she said on that video.

24 BY MR. WARNER:

Q. All right. But that video never

160

1 S. Katz

2 mentioned the word IME Legal Reps; isn't that true?

3 MR. KATAEV: Objection. Argumentative.

4 You can answer.

5 A. I think at that time, going back and
6 remembering that video, that name was not brought
7 up.

8 BY MR. WARNER:

9 Q. Did Mr. Liddie ever have any
10 communications with Giant Partners regarding
11 Plaintiff Advocates?

12 MR. KATAEV: Objection.

13 A. Not to my knowledge.

14 BY MR. WARNER:

15 Q. And isn't it true that you never did any
16 marketing whatsoever for IME Legal Reps?

17 MR. KATAEV: Objection.

18 A. I would have to look into that. I know
19 we built the website. I'm not sure what happened
20 after that, what we did.

21 BY MR. WARNER:

22 Q. You didn't build a website for Plaintiff
23 Advocates, did you?

24 MR. KATAEV: Objection.

25 A. Not to my knowledge, no.

1 S. Katz

2 BY MR. WARNER:

3 Q. You would agree with me that Corey
4 Weissman's email solicitations to Safa Gelardi
5 didn't constitute an exchange between them when she
6 didn't respond back to him; agreed?

7 A. Can you restate that again, just so I'm
8 clear.

9 Q. We know that Corey Weissman reached out
10 to Safa Gelardi numerous occasions; correct?

11 A. Correct.

12 Q. She never responded to him; correct?

13 A. Not to my knowledge, no.

14 MR. KATAEV: Objection. Asked and
15 answered.

16 BY MR. WARNER:

17 Q. When was the last communication that you
18 had from Safa Gelardi?

19 A. I do not know.

20 Q. Isn't it true that it was -- the last
21 communication was shortly after you were advised to
22 port the website over to Eugene Liddie and IME Legal
23 Reps?

24 MR. KATAEV: Objection.

25 A. Again, I'd have to look back if there was

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1 S. Katz

2 any email communication. But to my knowledge at
3 this point, I do not think so.

4 BY MR. WARNER:

5 Q. Did you ever enter into any kind of
6 agreement for Plaintiff Advocates? That is, you,
7 being GPI -- I'll refer to you as GPI for the
8 purposes of the next questioning.

9 A. No.

10 Q. Do you know whether Jeremy Koenig ever
11 did any work for GPI -- excuse me, for Plaintiff
12 Advocates?

13 A. We did not.

14 Q. Did you ever bill Plaintiff Advocates?

15 A. We did not.

16 MR. KATAEV: Objection.

17 You can answer.

18 BY MR. WARNER:

19 Q. Did you ever send a bill for the work
20 that was done for IME Legal Reps to IME Companions?

21 A. No.

22 Q. Did you ever send it to Safa Gelardi?

23 A. Not to my knowledge.

24 Q. Isn't it fair to say, Mr. Katz, that
25 after the completion of the website, no further work

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1 S. Katz

2 was done by GPI for or on behalf of IME Legal Reps?

3 A. Not to my knowledge.

4 MR. KATAEV: Objection. Calls for
5 speculation --

6 BY MR. WARNER:

7 Q. When you're saying "not to my knowledge,"
8 you're agreeing with me that no further work was
9 done; correct?

10 MR. KATAEV: Objection.

11 A. We built a website, and I don't know if
12 we did anything after that because of payment, lack
13 of payment.

14 BY MR. WARNER:

15 Q. Wouldn't additional work require a
16 marketing contract?

17 A. Well, we do have an agreement. We
18 entered into a contract with IME Legal
19 Representatives --

20 (Simultaneous speakers.)

21 Q. Who signed the contract on behalf of IME
22 Legal Rep?

23 A. I have to look into that. I don't have
24 access on my computer. But as mentioned, I can look
25 and see who signed it and who the credit card was

1 S. Katz

2 under.

3 MR. WARNER: Could we leave a space in
4 the record for you to provide us with the
5 information as to who signed the agreement on
6 behalf of IME Legal Reps?

7 Q. Mr. Katz, can we?

8 A. Send over a subpoena. Whatever you guys
9 want.

10 BY MR. WARNER:

11 Q. You produced the contract -- you produced
12 the contract itself to Mr. Kataev; correct?

13 A. Yes, I did. Yes, we did.

14 Q. He has to have the courtesy of providing
15 it to me, so I'm asking you --

16 MR. ALLEN: We can provide that.

17 MR. WARNER: Thank you, Mr. Allen. I
18 appreciate that.

19 MR. KATAEV: For the record, we produced
20 everything that was produced by Giant Partners.
21 It's in our court file.

22 BY MR. WARNER:

23 Q. In April of 2023, specifically
24 April 19th, you were shown in Hearing Exhibit 94,
25 where Estefania indicated, "I'm sorry to hear about

165

1 S. Katz

2 Safa."

3 Do you remember?

4 A. I do.

5 Q. As far as you're aware, was Safa involved
6 in IME Legal Reps at any time after April 19th?

7 MR. KATAEV: Objection. Argumentative.

8 A. Not to my knowledge. Let me retract
9 that. There were emails going back and forth, but
10 as I stated earlier, I wasn't sure who was -- we
11 weren't sure who was responding back to those
12 emails.

13 BY MR. WARNER:

14 Q. They may well have been just from
15 Mr. Liddie; correct?

16 A. They could have been from Donald Trump.
17 I don't know yet.

18 Q. Okay. That's fair. He might have been
19 busy at the time, but --

20 A. He's got his own problems.

21 Q. After April 19th, were you ever advised
22 by Safa or Vito that they were involved with IME
23 Legal Reps?

24 A. Can you repeat that?

25 Q. After April 19th, 2023, did you ever get

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1 S. Katz

2 any indication from Safa Gelardi or Vito Gelardi
3 that they were involved with IME Legal Reps?

4 MR. KATAEV: Objection. Compound.

5 Vague.

6 A. Only what we saw in the videotape.

7 Nothing after that.

8 BY MR. WARNER:

9 Q. When you say "only what we saw in the
10 videotape," the videotape didn't refer to IME Legal
11 Reps; did it?

12 A. I reckon not. You're absolutely right.

13 MR. KATAEV: Objection.

14 BY MR. WARNER:

15 Q. So is it fair to say that you never got
16 any communication from either of the Gelardis that
17 they were involved in IME Legal Reps?

18 MR. KATAEV: Objection. Calls for
19 speculation.

20 BY MR. WARNER:

21 Q. You can answer it.

22 A. No. I'm thinking. I don't know the
23 answer to that question. I would have to look to
24 see if we received any other emails which we weren't
25 asked to provide.

1 S. Katz

2 Q. Did you ever have any conversation with
3 Tiffany regarding her understanding of any
4 involvement by the Gelardis in IME Legal Reps?

5 A. I've had no conversations with Tiffany.

6 Q. Do you know whether Tiffany had any
7 conversations with either of the Gelardis after
8 April 19, 2023?

9 A. I do not know.

10 Q. Had she had those communications, would
11 you have expected an email from her or some other
12 communication from her?

13 A. It would have been supplied with the
14 subpoena information requested.

15 Q. When Safa did communicate with you and
16 requested the marketing collaterals, isn't it true
17 that she was asking for the marketing collaterals of
18 IME Companions?

19 A. Based on the email that I saw, yes.

20 MR. WARNER: I have no further questions.

21 Thank you, Mr. Katz.

22 MR. KATAEV: Brief redirect.

23 Approximately 10 questions. Bear with me.

24 BY MR. KATAEV:

25 Q. Referring to the email that we looked at

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1 S. Katz

2 at the beginning of the deposition, the date of that
3 virtual meeting was April 10th, 2023; correct?

4 A. Correct.

5 Q. At 11:09 GMT minus 7; right?

6 A. Correct.

7 Q. I'm referring to Exhibit 15, this
8 April 10, 2023, email at 12:59 p.m. The information
9 from IME Legal Reps was provided to Giant Partners
10 on the very same day.

11 Correct?

12 A. Correct.

13 Q. Is it fair to say that this email
14 followed the virtual meeting?

15 A. Yes.

16 Q. Corey Weissman repeatedly referred to the
17 court date in his communications with Safa and
18 IMELegalReps@gmail.com; correct?

19 A. Correct.

20 Q. To your knowledge, is Eugene Liddie a
21 party to the lawsuit related to the court date?

22 A. I --

23 MR. WARNER: Objection.

24 A. I don't know about the court date, and I
25 don't know -- I don't know.

1 S. Katz

2 BY MR. KATAEV:

3 Q. Is it fair to infer that because Safa
4 Gelardi discussed the court case during the virtual
5 meeting that Corey only knew about the court date by
6 speaking with Safa?

7 MR. WARNER: Objection.

8 A. It's my opinion that everything that --
9 regarding the court case was obtained on that call.

10 BY MR. KATAEV:

11 Q. The website that was built following this
12 April 10, 2023, virtual meeting was IME Legal Reps;
13 correct?

14 A. Correct.

15 Q. The direction to make a website for IME
16 Legal Reps came from Safa; correct?

17 MR. WARNER: Objection.

18 A. In the video she spoke about another
19 company, not IME Legal Reps, and the new video --
20 I'm sorry -- and the new website. It wasn't until,
21 as we saw, the email came over after that that IME
22 Legal Reps was first brought into the -- that name
23 was first brought up.

24 BY MR. KATAEV:

25 Q. Is it fair to infer a decision was made

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1 S. Katz

2 that changed the name from Plaintiff Advocates to
3 IME Legal Reps after the meeting?

4 MR. WARNER: Objection.

5 A. The email that we received confirmed
6 that.

7 BY MR. KATAEV:

8 Q. Based on your review of the video and the
9 emails exchanged that Safa Gelardi -- Safa formed a
10 new business and a new website with Eugene Liddie;
11 correct?

12 MR. WARNER: Objection.

13 A. Based on that video that we all saw,
14 someone formed something.

15 BY MR. KATAEV:

16 Q. And that new website ended up being IME
17 Legal Reps; correct?

18 MR. WARNER: Objection.

19 A. The video that we all watched never
20 talked about that. I don't know when it went from
21 the Advocates to IME until we get that email. But
22 we did take that direction and build that site.

23 MR. KATAEV: Just give me one second.

24 Mr. Katz, I thank you again for your time. I
25 have no further questions.

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1 S. Katz

2 MR. WARNER: I have no further questions
3 as well.

4 Mr. Katz, again, thank you for your time.

5 THE WITNESS: My pleasure.

6 Daniella, nothing? Come on.

7 THE VIDEOGRAPHER: We are going off the
8 record. The time is 4:47 p.m.

9 (Whereupon, the proceedings were
10 adjourned at 4:47 p.m.)

11
12 J U R A T
13
14

15 I do hereby certify that I have read
16 the foregoing transcript of my deposition.

17

18

19 SHELDON KATZ
20
21

22 Sworn and subscribed
23 before me
24 this _____ day of
_____, 2024.

25 A Notary Public of the State of _____

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1

2 I N D E X

3

4

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4

E X H I B I T S (continued)

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19 Exhibit 71 screenshot of HubSpot 148

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I N D E X (continued)

REQUEST:	PAGE
Company to whom contract was sent	31
Phone numbers Giant Partners maintains	56
that are used to communicate with Safa	
Research and preserve all records related	67
to any solicitations made by Giant	
Partners on behalf of IME Legal Reps	
Preserve records related to solicitations	68
re IME Companions and IME Legal Reps and	
any other company that's ever worked with	
Giant Partners	
Name on IME Legal Reps credit card	79
Search for any emails with Mr. Liddie	106
asking for any corrections	
Content of any messages sent to the	143
individuals listed, where there are dates	
and "LinkedIn, First Message, Second	
Message, and Third Message" and preserve	
that information	
Who signed the agreement on behalf of IME	164
Legal Reps	

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2 CERTIFICATE

3

4 STATE OF NEW YORK)

5) ss.

6 COUNTY OF SUFFOLK)

7

8 I, Elizabeth F. Tobin, a Registered
9 Professional Reporter and Notary Public within and
10 for the State of New York, do hereby certify:

11 That Sheldon Katz, the witness whose
12 deposition is hereinbefore set forth, was duly sworn
13 by me remotely and that such deposition is a true
14 record of the testimony given by such witness.

15 I further certify that I am not related
16 to any of the parties to this action by blood or
17 marriage and that I am in no way interested in the
18 outcome of this matter.

19

20

21 
ELIZABETH F. TOBIN

22

23

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IME WATCHDOG, INC. v. GELARDI, et al.
Sheldon Katz --- June 11, 2024

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2 June 11, 2024

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4 ERRATA

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PAGE/LINE CHANGE/REASON

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TIME WATCHDOG, INC. v. GELARDI, et al.
Sheldon Katz --- June 11, 2024

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